NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
April 23, 2024
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.

2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

CONSENT AGENDA
The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 3 – 19)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-004102	Residential Serivces	12,000.00
To	0100-0576-003003	Radio Equipment	12,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003005	Office Furniture	$5,000.00
From	0100.0570.003001	Small Equipment & Tools	$5,000.00
To	0100.0570.004231	Travel	$10,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0499.003010	Computer Equipment < 5,000	639.43
To	0100.0499.001914	Bilingual Stipend	516.92
To	0100.0499.002010	FICA	39.54
To	0100.0499.002020	Retirement	82.97

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

7. Discuss, consider, and take appropriate action acknowledging line item transfers of $500 or less completed by the County Auditor during January - March 2024 (FY24-2nd Quarter).

8. Discuss, consider, and take appropriate action on authorizing the disposal of a 2018 Chevrolet Tahoe Vin #3624 through Auction, pursuant to Texas Local Government Code 263.152.

9. Discuss, consider, and take appropriate action to approve the County Attorney February and March 2024 Monthly Reports in compliance with Code of Criminal Procedure 103.005.

10. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, March 2024 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

11. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, March 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

12. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation’s tax-exempt obligations for The Katy Project.

13. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Woodside Municipal Utility District No 1 and the County of Williamson, Texas.

14. Discuss, consider and take appropriate action to accept a donation of (66) Red Bicycle Helmets for the Sheriff's Office Junior Deputy Academy from AAA Texas pursuant to Tex. Loc. Gov't Code 81.032.

15. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies for a police escort for Leams (Law Enforcement Administrative Management Service) on April 27, 2024 in Liberty Hill.

16. Discuss, consider and take appropriate action on approving #2024183 between Williamson County and Presido - Palo Alto Renewal 2024 for existing subscriptions for County firewalls, in the amount of $118,383.42, pursuant to DIR cooperative contract #DIR-TSO-4315.

17. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Cul-de-Sac and Straight Section – Fog Seal Spring 2024 for FY24, under IFB #24IFB55.

18. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $85,155.00 to expire on June 25, 2024 under Williamson County Contract for Surveying Services between Austin Survey Company, LLC dba Inland Geodetics and Williamson County dated March 19, 2024 for On Call Land Surveying Services. Project Number: P588 Funding source: TANS

19. Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Williamson County Municipal Utility District No. 56 of Williamson County, Texas.

REGULAR AGENDA

20. Receive, review and discuss the 2023 Annual Comprehensive Financial Report and the Popular Annual Financial Report. Only if necessary, take action regarding the same.

21. Discuss, consider and take appropriate action on salary study changes and line item transfer needed for Pretrial Services.

22. Discuss, consider, and take appropriate action on updating the Strategic Plan in relation to our Justice Courts.

23. Discuss, consider, and take appropriate action on a Real Estate Contract between SGPW, L.P. and Williamson County, Texas (County) for the County's purchases of 321 Ed Schmidt Blvd., Unit 300, Hutto, Texas; and approval of a Commercial Lease Agreement between the County, as Lessor, and Bindya Reddy Dental Services, PLLC, as Lessee, relating to said property.

24. Discuss, consider, and take action on authorizing a Memorandum of Understanding between the City of Georgetown and the Williamson County Regional Animal Shelter Member Governments to add Georgetown as a party to the Williamson County Regional Animal Shelter Interlocal Agreement.

25. Discuss, consider, and take appropriate action on Amendment No. 1 for planning, design & engineering services contract between Williamson County and RVi Planning + Landscape Architecture. (P551)

26. Discuss, consider, and take appropriate action on Amendment No. 1 for design & engineering services agreement between Williamson County and MWM Design Group, Inc. for the Justice of the Peace, Precinct 4 Hutto Remodel. (P548)

27. Discuss, consider, and take appropriate action on approving the Contract for Construction, #2024181, between Williamson County and J.T. Vaughn Construction, LLC, for the Jury Room updates for Facilities Management, in the amount of $ 364,000.00, pursuant to Cooperative Contract Omnia R200107 and authorize execution of the agreement.

28. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Seward Junction Loop North contract between Williamson County and LJA Associates, Inc. relating to the 2023 Road Bond Program. Project: P598 Fund Source: Road Bonds

29. Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the Bagdad Road/CR 279 (Loop 332 to CR 281) North design contract between Williamson County and Binkley & Barfield, Inc. relating to the 2019 Road Bond Program. Project: P343 Fund Source: Road Bonds

30. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $17,175.00 for Project 24IFB14 CR 332 Realignment (Chasco Constructors) P: 366 Funding Source: Road Bond.

31. Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Christopher L. and AmyJo Anderson to acquire 0.063 AC of right of way required for the CR 255 construction project (Parcel 18). Funding Source TANS P588

32. Discuss, consider and take appropriate action on a purchase contract with Maria S. Aguilar to acquire .084 AC required as right of way on the CR 255 project (Parcel 41B). Funding Source: TANS P588

33. Discuss, consider and take appropriate action on a real estate contract with Michael Madding to acquire 0.538 acres as right of way needed for the CR 313 project. Funding Source: Road & Bridge P623

34. Discuss, consider and take appropriate action on a letter agreement with Rio Ranch Texas LLC to acquire City of Georgetown Waterline Easements required for the construction of Ronald Reagan Widening project (Parcels 16E, 25E and 26E). Funding Source: Road Bonds P336

35. Discuss, consider and take appropriate action on a real estate contract with Saul Marentes, Maria Del Refugio Marentes and Javier Marentes Rocha to acquire 0.063 AC required as right of way on the CR 313 project (Parcel 5). Funding Source: Road & Bridge P623

36. Discuss, consider and take appropriate action on a real estate contract with Hero Way Capital, LLC to purchase 2.801 AC as right of way and 1.154 AC as an electric easement needed on the Hero Way project (Parcel 320). 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)."

37. 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.
u) Discuss the acquisition of right of way and potential litigation settlement for CR 245.

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

38. 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

39. 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. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division
21. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health

District, et al.; In the United States District Court for the Western District of Texas, Austin Division

22. Cause No. 23-2583-C480; Chauncy Williams v. Adrianne Pernell, et al.; In the 480th Judicial District Court of Williamson County, Texas

c. Administrative Complaints:

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

d. Claims:

1. Claim No. 07192023-560-109 - auto liability claim by Edge Electric, Inc. for incident occurring on or about 7/19/2023

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.

40. 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).

41. 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).

42. 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)

43. Discuss and take appropriate action concerning economic development.

44. Discuss and take appropriate action concerning real estate.

45. 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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4. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

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

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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. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division

21. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division

22. Cause No. 23-2583-C480; Chauncy Williams v. Adrianne Pernell, et al.; In the 480th Judicial District Court of Williamson County, Texas

c. Administrative Complaints:

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

d. Claims:

1. Claim No. 07192023-560-109 - auto liability claim by Edge Electric, Inc. for incident occurring on or about 7/19/2023

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.

46. 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.

47. Comments from Commissioners.

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

_____
Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 19th day of April 2024 at 3:30 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: 04/23/2024

Budget Line Item Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting a line item transfer in the amount of $12,000.00 from Residential Services to Radio Equipment. This transfer will cover expenses for bluetooth earpieces for radios that staff use when working directly with the youth that we serve. This transfer should cover expenses in the line for the reminder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-004102	Residential Serivces	12,000.00
To	0100-0576-003003	Radio Equipment	12,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/18/2024 01:06 PM
Budget Office	Saira Hernandez	04/18/2024 01:16 PM
Form Started By: Denise Carlson		Started On: 04/18/2024 11:36 AM
Final Approval Date: 04/18/2024		

Commissioners Court - Regular Session **4.**

Meeting Date: 04/23/2024

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason **Submitted By:** ABIGAIL TAYLOR, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested to cover costs for increased scheduled warrant trips and travel expenses for the Transportation Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003005	Office Furniture	$5,000.00
From	0100.0570.003001	Small Equipment & Tools	$5,000.00
To	0100.0570.004231	Travel	$10,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/17/2024 11:44 AM
Budget Office	Saira Hernandez	04/18/2024 11:43 AM
Form Started By: ABIGAIL TAYLOR		Started On: 04/17/2024 10:16 AM
Final Approval Date: 04/18/2024		

Commissioners Court - Regular Session **5.**

Meeting Date: 04/23/2024

Line Item Transfer

Submitted For: Larry Gaddes

Submitted By: Maritza Aragon, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

This line item transfer is needed to cover stipend for Positions:
Tax Specialist II.1441.001100, EEID: 16698, Basic Bilingual Stipend ($50/month), stipend effective date: 4/26/2024.
Tax Specialist II.1442.001100, EEID: 16984, Basic Bilingual Stipend ($50/month), stipend effective date: 4/26/2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0499.003010	Computer Equipment < 5,000	639.43
To	0100.0499.001914	Bilingual Stipend	516.92
To	0100.0499.002010	FICA	39.54
To	0100.0499.002020	Retirement	82.97

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/17/2024 09:47 AM
Budget Office	Saira Hernandez	04/18/2024 11:43 AM
Form Started By: Maritza Aragon		Started On: 04/15/2024 11:00 AM
Final Approval Date: 04/18/2024		

Commissioners Court - Regular Session **6.**

Meeting Date: 04/23/2024

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	04/17/2024 01:24 PM
County Judge Exec Asst.	Becky Pruitt	04/18/2024 08:04 AM
Form Started By: Kayla Marek		Started On: 04/17/2024 11:19 AM
Final Approval Date: 04/18/2024		

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Juvenile Grant	Juv Prob Officer II Grant.1022.001100.	14297	$61,727.45	$1,234.54	2.00	$62,962.00	-	MERIT	26-Apr-24

				(TO)	(FROM)	
entity	**fund**	**dept**	**object**	**dr**	**cr**	
01	0100	0576	001100	1,234.54		
01	0100	0576	001130		1,234.54	
01	0100	0409	004999	0.01		
01	0100	0409	002010		0.01	To correct the rounding difference in the ITS Salary Study LIT
01	0507	0507	004419	0.01		
01	0507	0507	004999		0.01	To correct the rounding difference in the ITS Salary Study LIT

Commissioners Court - Regular Session **7.**

Meeting Date: 04/23/2024

Line Item Transfers of $500 or Less FY24 Q2

Submitted For: Ganae Hempe **Submitted By:** Nancy Schiller, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action acknowledging line item transfers of $500 or less completed by the County Auditor during January - March 2024 (FY24-2nd Quarter).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LIT FY24 Q2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/17/2024 09:29 AM
Form Started By: Nancy Schiller		Started On: 04/17/2024 09:03 AM
Final Approval Date: 04/17/2024		

FY23 LIT's Equal to or Less Than $500 - 2nd QTR

Dept	*From/To*	*Line #*					*Amount*
COMMISSIONER PCT 1	From	01	0100	0211	004999	$	20.00
	To	01	0100	0211	003900	$	20.00
J.P. PRECINCT 4	From	01	0100	0454	003100	$	8.39
	To	01	0100	0454	004621	$	8.39
VETERAN SERVICES	From	01	0100	0405	003005	$	500.00
	To	01	0100	0405	003101	$	500.00
EMS	From	01	0100	0540	004212	$	10.00
	To	01	0100	0540	004216	$	10.00
EXTENSION SERVICES	From	01	0100	0665	004999	$	450.00
	To	01	0100	0665	004541	$	450.00
HUMAN RESOURCES	From	01	0100	0402	004999	$	12.15
	To	01	0100	0402	003010	$	12.15
COMMISSIONER PCT 1	From	01	0100	0211	003100	$	50.00
	To	01	0100	0211	004350	$	50.00
WMSN CTY BUILDINGS	From	01	0100	0509	003110	$	200.00
	To	01	0100	0509	003901	$	200.00
COUNTY ATTORNEY	From	01	0100	0475	003100	$	82.46
	To	01	0100	0475	004621	$	82.46
EMERGENCY SERVICES DEPARTMENT	From	01	0100	0583	001109	$	300.00
	From	01	0100	0583	003900	$	199.00
	To	01	0100	0583	004209	$	499.00
WMSN CTY BUILDINGS	From	01	0100	0509	003010	$	400.00
	To	01	0100	0509	004310	$	400.00
DISTRICT ATTORNEY	From	01	0100	0440	003011	$	300.00
	To	01	0100	0440	003030	$	300.00
PRETRIAL DISCRETIONARY FDING	From	01	0100	0591	004999	$	100.00
	To	01	0100	0591	003120	$	100.00
COUNTY AUDITOR	From	01	0100	0495	003005	$	499.98
	To	01	0100	0495	003006	$	499.98
PURCHASING DEPT	From	01	0100	0494	004999	$	304.00
	To	01	0100	0494	003010	$	304.00
COUNTY COURT AT LAW 2	From	01	0100	0427	004999	$	28.00
	To	01	0100	0427	004212	$	28.00

COUNTY COURT AT LAW 1	From	01	0100	0426	003005	$	264.99
	To	01	0100	0426	003006	$	264.99
368TH DISTRICT COURT	From	01	0100	0438	004350	$	114.95
	To	01	0100	0438	004410	$	114.95
ANIMAL SERVICES	From	01	0545	0545	004999	$	304.34
	To	01	0545	0545	001110	$	304.34
EMERGENCY SERVICES DEPARTMENT	From	01	0100	0583	003120	$	71.25
	To	01	0100	0583	004350	$	71.25
COUNTY SHERIFF	From	01	0100	0560	004999	$	20.00
	To	01	0100	0560	003601	$	20.00
UNIFIED ROAD SYSTEM	From	01	0200	0210	005700	$	500.00
	To	01	0200	0210	004549	$	500.00
COMMISSIONER PCT 3	From	01	0100	0213	003100	$	103.90
	To	01	0100	0213	004410	$	103.90
VETERAN SERVICES	From	01	0100	0405	003006	$	128.99
	To	01	0100	0405	003001	$	128.99
PUBLIC AFFAIRS	From	01	0100	0406	004311	$	450.00
	To	01	0100	0406	004210	$	450.00
COMMISSIONER PCT 1	From	01	0100	0211	003100	$	0.20
	To	01	0100	0211	004212	$	0.20
DISTRICT COURTS	From	01	0100	0435	004999	$	60.00
	To	01	0100	0435	003601	$	60.00
DISTRICT ATTORNEY	From	01	0100	0440	003100	$	200.00
	To	01	0100	0440	004410	$	200.00
HUMAN RESOURCES	From	01	0100	0402	004999	$	20.00
	To	01	0100	0402	004212	$	20.00
WMSN CTY BUILDINGS	From	01	0100	0509	003010	$	514.00
	To	01	0100	0509	002080	$	114.00
	To	01	0100	0509	004705	$	400.00
EMERGENCY SERVICES DEPARTMENT	From	01	0100	0583	003900	$	499.00
	To	01	0100	0583	003311	$	499.00
COUNTY ATTORNEY	From	01	0100	0475	004902	$	50.00
	To	01	0100	0475	003601	$	50.00
COUNTY TREASURER	From	01	0100	0497	004219	$	195.00
	To	01	0100	0497	003900	$	195.00

EMERGENCY SERVICES DEPARTMENT	From	01	0100	0583	004999	$	9.85
	To	01	0100	0583	004212	$	9.85
HUMAN RESOURCES	From	01	0100	0402	003005	$	400.00
	To	01	0100	0402	004999	$	400.00
EMERGENCY MANAGEMENT	From	01	0100	0541	004500	$	499.00
	To	01	0100	0541	004621	$	499.00
FLEET MAINTENANCE	From	01	0882	0882	004541	$	150.00
	To	01	0882	0882	003102	$	150.00
COUNTY JAIL	From	01	0100	0570	004350	$	250.00
	To	01	0100	0570	003006	$	250.00
CONSTABLE PRECINCT 3	From	01	0100	0553	004999	$	100.00
	To	01	0100	0553	004410	$	100.00
911 COMMUNICATIONS	From	01	0100	0581	003100	$	433.90
	To	01	0100	0581	001914	$	350.77
	To	01	0100	0581	002010	$	26.83
	To	01	0100	0581	002020	$	56.30
COMMISSIONERS COURT	From	01	0100	0401	004999	$	4.73
	To	01	0100	0401	004621	$	4.73
DISTRICT ATTORNEY	From	01	0100	0440	003120	$	300.00
	To	01	0100	0440	003030	$	300.00
CHILD WELFARE	From	01	0100	0645	003305	$	150.00
	To	01	0100	0645	003316	$	150.00
COUNTY COURT AT LAW 1	From	01	0100	0426	003005	$	1.00
	To	01	0100	0426	003006	$	1.00
VETERAN SERVICES	From	01	0100	0405	003006	$	500.00
	To	01	0100	0405	004350	$	500.00
PARKS DEPARTMENT	From	01	0100	0510	004999	$	75.00
	To	01	0100	0510	004311	$	75.00
COUNTY JUDGE	From	01	0100	0400	004999	$	12.00
	To	01	0100	0400	004410	$	12.00
WMSN CTY BUILDINGS	From	01	0100	0509	003010	$	500.00
	From	01	0100	0509	003105	$	197.00
	To	01	0100	0509	004212	$	100.00
	To	01	0100	0509	004310	$	400.00
	To	01	0100	0509	004705	$	197.00
J.P. PRECINCT 4	From	01	0100	0453	004933	$	83.63

	To	01	0100	0453	004621	$	83.63
COUNTY ATTORNEY	From	01	0100	0475	003010	$	100.00
	To	01	0100	0475	004231	$	100.00
COUNTY COURT AT LAW 3	From	01	0100	0428	004010	$	1,000.00
	To	01	0100	0428	003005	$	500.00
	To	01	0100	0428	003100	$	500.00
J.P. PRECINCT 4	From	01	0100	0453	004350	$	300.00
	To	01	0100	0453	004999	$	300.00
COUNTY CLERK	From	01	0100	0403	004999	$	409.45
	To	01	0100	0403	001914	$	331.00
	To	01	0100	0403	002010	$	25.32
	To	01	0100	0403	002020	$	53.13
EMERGENCY SERVICES DEPARTMENT	From	01	0100	0583	003900	$	499.00
	To	01	0100	0583	004210	$	499.00
ANIMAL SERVICES	From	01	0545	0545	004999	$	14.00
	To	01	0545	0545	004998	$	14.00
DISTRICT ATTORNEY	From	01	0100	0440	003120	$	500.00
	To	01	0100	0440	003030	$	500.00
J.P. PRECINCT 2	From	01	0100	0452	004190	$	431.81
	To	01	0100	0452	001914	$	304.62
	To	01	0100	0452	002010	$	23.30
	To	01	0100	0452	002020	$	48.89
J.P. PRECINCT 3	From	01	0100	0453	003010	$	75.00
	To	01	0100	0453	003005	$	75.00
COUNTY COURT AT LAW 2	From	01	0100	0426	004350	$	118.50
	To	01	0100	0426	004410	$	118.50

Commissioners Court - Regular Session **8.**

Meeting Date: 04/23/2024

VSC Assets for Auction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of a 2018 Chevrolet Tahoe Vin #3624 through Auction, pursuant to Texas Local Government Code 263.152.

Background

Please see the attachment for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Asset for Auction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/17/2024 08:59 AM
County Judge Exec Asst.	Becky Pruitt	04/17/2024 09:27 AM
Form Started By: Misty Brooks		Started On: 04/15/2024 11:21 AM
Final Approval Date: 04/17/2024		

County VIN/Serial Number	1GNLCDEC3JR253624
Make	CHEVROLET
License Plate	1370488
Year	2018
Model	TAHOE
Reason for Status Change	ACCIDENT
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB1871
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Unit declared a total loss
Comments (mileage, mechanical issues, other info)	ACCIDENT HIT A DEER - TOTAL LOSS
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	4/23/2024
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	Confirmed
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ James David 4/11/2024 2:33 PM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/12/2024 1:02 PM
Authorizing Risk Employee Signature	✔ Kristin McGrath 4/15/2024 11:16 AM

Auditor's Authorized Employee Signature	✔ Nancy Schiller 4/15/2024 10:41 AM
Purchasing Department Signature	✔ Misty Brooks 4/15/2024 11:18 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	88
Version	8.0
Attachments	False
Created	4/11/2024 11:20 AM
Created By	Mark Stevens
Modified	4/15/2024 11:18 AM
Modified By	Misty Brooks

Commissioners Court - Regular Session **9.**

Meeting Date: 04/23/2024

County Attorney February and March 2024 Monthly Reports

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

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

February report

March report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/17/2024 09:37 AM
Form Started By: Stephanie Lloyd		Started On: 04/17/2024 09:34 AM
Final Approval Date: 04/17/2024		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 16th day of April, 2024, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

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

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	01-Feb-2024	33953	CASE# 2023-0688	$ 60.00
			08-Feb-2024	33987	CASE# 2023-0576	$ 60.00
					CASE# 2023-0732	$ 60.00
					CASE# 2023-2952	$ 454.84
					CASE# 2023-5052	$ 700.00
			09-Feb-2024	33994	CASE# 2022-3217	$ 60.00
					CASE# 2022-4028	$ 60.00
			14-Feb-2024	34011	2023-1705	$ 489.00
					2023-2076	$ 60.00
					2023-2637	$ 60.00
			16-Feb-2024	34021	2023-1279	$ 60.00
			23-Feb-2024	34047	2023-1548	$ 60.00
					2023-2192	$ 60.00
					2023-3055	$ 1,783.13
			27-Feb-2024	34060	2023-0577	$ 60.00
					2023-0865	$ 60.00
					2023-1283	$ 60.00
					2023-1287	$ 60.00
207015 Total						**$ 4,266.97**
351000	0364	CO ATTY INTERVENTION	02-Feb-2024	33961	CASE# 2023-0364; 2023-0688; 2023-2952; 2023-4783	$ 1,580.00
			05-Feb-2024	33967	CASE# 2023-3338	$ 500.00
			08-Feb-2024	33987	CASE# 2022-3217; 2022-4528; 2023-0639; 2023-1718	$ 1,720.00
			09-Feb-2024	33994	REC# 2023-0361; 2023-0732; 2023-0784; 2023-2076; 2023-2637	$ 2,220.00
			13-Feb-2024	34006	CASE # 2022-1312; 2022-3256; 2022-4850; 2023-0964; 2023-1643; 2023-3811	$ 2,860.00
			15-Feb-2024	34016	CASE# 2022-0734; 2022-2755; 2023-0110; 2023-0773; 2023-0811; 2023-1497; 2023-2025	$ 2,660.00
			20-Feb-2024	34028	CASE# 2021-2521; 2021-3180; 2023-0328; 2023-1592; 2023-1667	$ 1,970.00
			22-Feb-2024	34041	REC# 2022-3606; 2022-4709; 2023-1251; 2023-1667; 2023-3904	$ 1,830.00
			26-Feb-2024	34055	CASE# 2022-4361; 2023-0575; 2023-0577; 2023-1548; 2023-1992; 2023-2035; 2023-2192	$ 3,220.00
			27-Feb-2024	34060	CASE #2023-1283	$ 360.00
			28-Feb-2024	34068	CASE# 2020-2336; 2020-3584; 2022-4340; 2022-4980; 2023-0865; 2023-1139; 2023-1279; 2023-1287	$ 3,580.00
351000 Total						**$ 22,500.00**
352200	0100	CO ATTY	06-Feb-2024	33971	23-0696-CC3	$ 2,000.00
					23-1205-CC3	$ 800.00
					23-1553-CC3	$ 2,000.00
					23-1554-CC3	$ 1,600.00
					23-1691-CC3	$ 200.00
			13-Feb-2024	34006	21-1363-CC2	$ 8,022.00
					21-1494-CC3	$ 206.50

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
					21-1783.CC3	$ 444.00
					21-1868-CC3	($ 380.50)
352200 Total						**$ 14,892.00**
Grand Total						**$ 41,658.97**

Criminal Restitution February 2024

Date	Payor	Amount	Case #	Deposit Date
1/31/2024	Leopoldo Juarez Rangel	$ 60.00	2023-0688	2/1/2024
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
2/1/2024	Rachel Ann De Marco	$ 60.00	2023-0576	2/6/2024
2/1/2024	D'wan Renea Grimes	$ 60.00	2023-0732	2/6/2024
2/2/2024	Shaun Alexander Moon	$ 454.84	2023-2952	2/6/2024
2/2/2024	Maricela Orozco Carranza	$ 700.00	2023-5052	2/6/2024
		$ 1,274.84		
Date	Payor	Amount	Case #	Deposit Date
2/6/2024	Vanessa Fe Villarreal	$ 60.00	2022-3217	2/8/2024
2/6/2024	David Moreno	$ 60.00	2022-4028	2/8/2024
		$ 120.00		
Date	Payor	Amount	Case #	Deposit Date
2/12/2024	Melissa Kay Thompson	$ 489.00	2023-1705	2/13/2024
2/8/2024	Randall Eugene Hamilton	$ 60.00	2023-2076	2/13/2024
2/8/2024	Skyler Jo Smith	$ 60.00	2023-2637	2/13/2024
		$ 609.00		
Date	Payor	Amount	Case #	Deposit Date
2/14/2024	Geoffrey Charles Jett	$ 60.00	2023-1279	2/15/2024
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
2/21/2024	Luis Fernando Reyes Garcia	$ 60.00	2023-1548	2/22/2024
2/21/2024	Malik W Lovejoy	$ 60.00	2023-2192	2/22/2024
2/20/2024	Charee Chantay Bailey	$ 1,783.13	2023-3055	2/22/2024
		$ 1,903.13		
Date	Payor	Amount	Case #	Deposit Date
2/22/2024	Melissa Weber	$ 60.00	2023-0577	2/27/2024
2/26/2024	Brenda Torres Martinez	$ 60.00	2023-0865	2/27/2024
2/23/2024	Nathaniel Clyde Haddox	$ 60.00	2023-1283	2/27/2024
2/25/2024	Kasi Jane Horner	$ 60.00	2023-1287	2/27/2024
		$ 240.00		

PTI Fees February 2024

date	payor	amount	control #	deposit date
1/31/2024	Angel Ruiz, Jr	$ 360.00	2023-0364	2/2/2024
1/31/2024	Leopoldo Juarez Rangel	$ 500.00	2023-0688	2/2/2024
2/1/2024	Shaun Alexander Moon	$ 360.00	2023-2952	2/2/2024
2/1/2024	Iris Nicole Bullard	$ 360.00	2023-4783	2/2/2024
		$ 1,580.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/2/2024	Jose Ignacio Mauricio-Ibarra	$ 500.00	2023-3338	2/5/2024
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/6/2024	Vanessa Fe Villarreal	$ 360.00	2022-3217	2/7/2024
2/5/2024	Jose Campos Cervantes	$ 500.00	2022-4528	2/7/2024
2/6/2024	Josephine Lee Torti	$ 500.00	2023-0639	2/7/2024
2/6/2024	Blake Everette Harris	$ 360.00	2023-1718	2/7/2024
		$ 1,720.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/7/2024	Allen Iven Olivera	$ 360.00	2023-0361	2/9/2024
2/7/2024	D'wan Renea Grimes	$ 500.00	2023-0732	2/9/2024
2/8/2024	Jamie Marie Ashbrook	$ 360.00	2023-0784	2/9/2024
2/7/2024	Randall Eugene Hamilton	$ 500.00	2023-2076	2/9/2024
2/8/2024	Skyler Jo Smith	$ 500.00	2023-2637	2/9/2024
		$ 2,220.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/11/2024	Fidel Sandoval	$ 500.00	2022-1312	2/12/2024
2/9/2024	April Briana Fernandez	$ 360.00	2022-3256	2/12/2024
2/10/2024	April Briana Fernandez	$ 140.00	2022-3256	2/12/2024
2/10/2024	Jacob Marshall Rogers	$ 500.00	2022-4850	2/12/2024
2/9/2024	Austin Ray Martinez	$ 300.00	2023-0964	2/12/2024

2/11/2024	Austin Ray Martinez	$ 200.00	2023-0964	2/12/2024
2/9/2024	Margaret Minnie Ramon	$ 360.00	2023-1643	2/12/2024
2/9/2024	David Quintero	$ 500.00	2023-3811	2/12/2024
		$ 2,860.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/12/2024	Noel Otonieo Hernandez	$ 360.00	2022-0734	2/14/2024
2/12/2024	Javier Carrillo Palacisos	$ 360.00	2022-2755	2/14/2024
2/13/2024	Megan Laure Thompson	$ 360.00	2023-0110	2/14/2024
2/13/2024	Jovaun Alexander Young	$ 360.00	2023-0773	2/14/2024
2/12/2024	Briana Hernandez Molina	$ 360.00	2023-0811	2/14/2024
2/13/2024	Zachary Gastelum	$ 500.00	2023-1497	2/14/2024
2/12/2024	Kiran Take	$ 360.00	2023-2025	2/14/2024
		$ 2,660.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/15/2024	Jose Alfredo Gonzalez	$ 500.00	2021-2521	2/16/2024
2/14/2024	Jennifer Lauren Aranda	$ 360.00	2021-3180	2/16/2024
2/14/2024	Nicholas Ray Newhouse	$ 360.00	2023-0328	2/16/2024
2/15/2024	Michele Dawn Graczyk	$ 500.00	2023-1592	2/16/2024
2/14/2024	Nathan Charles Kounse	$ 250.00	2023-1667	2/16/2024
		$ 1,970.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/17/2024	Gisela Cabadas	$ 360.00	2022-3606	2/21/2024
2/20/2024	Khushiram Tak	$ 360.00	2022-4709	2/21/2024
2/16/2024	Joshua Adam Goodson	$ 360.00	2023-1251	2/21/2024
2/16/2024	Nathan Charles Kounse	$ 250.00	2023-1667	2/21/2024
2/20/2024	Jose Alfredo Guerrero	$ 500.00	2023-3904	2/21/2024
		$ 1,830.00		
date	**payor**	**amount**	**control #**	**deposit date**

2/21/2024	Jeffrey Allen Galloway	$ 360.00	2022-4361	2/23/2024
2/21/2024	Emily Tanner	$ 500.00	2023-0575	2/23/2024
2/22/2024	Melissa Weber	$ 500.00	2023-0577	2/23/2024
2/21/2024	Luis Fernando Reyes Garcia	$ 500.00	2023-1548	2/23/2024
2/22/2024	Maricela A Gaytan	$ 500.00	2023-1992	2/23/2024
2/22/2024	Lorenzo Lopez	$ 500.00	2023-2035	2/23/2024
2/21/2024	Malik W Lovejoy	$ 360.00	2023-2192	2/23/2024
		$ 3,220.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/23/2024	Nathaniel Clyde Haddox	$ 360.00	2023-1283	2/26/2024
		$ 360.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/26/2024	Lauren Gabrielle Guajardo	$ 360.00	2020-2336	2/28/2024
2/27/2024	Angel Diaz-Bailon	$ 500.00	2020-3584	2/28/2024
2/26/2024	Maria Salome	$ 500.00	2022-4340	2/28/2024
2/27/2024	Mark Aurelio Montes	$ 500.00	2022-4980	2/28/2024
2/26/2024	Brenda Torres Martinez	$ 500.00	2023-0865	2/28/2024
2/26/2024	Fermin Aguirre	$ 360.00	2023-1139	2/28/2024
2/26/2024	Geoffrey Charles Jett	$ 360.00	2023-1279	2/28/2024
2/27/2024	Kassi Jane Horner	$ 500.00	2023-1287	2/28/2024
		$ 3,580.00		

Judgment NISI Fees February 2024

DEFENDANT	FTA	Crim. #	Civil #	Ctrl #	JN Filed	Closed	BF Amt.	Date $ Rec.	Amt. Rec'd.
Campos, Vanessa Marie / Bankers Insurance Company / Around the Clock Bail Bonds	08/16/2022	20-04018-3	23-0696-CC3	2023-0055-CVBF	04/27/2023	02/05/2024	$ 2,500.00	02/05/2024	$ 2,000.00
Emden, Ian / Bankers Insurance Company / Around the Clock Bail Bonds	12/01/2022	22-03824-3	23-1205-CC3	2023-0089-CVBF	08/09/2023	02/05/2024	$ 1,000.00	02/05/2024	$ 800.00
Drake, Nicole Victoria / Bankers Insurance Company / Around the Clock Bail Bonds	04/20/2023	23-01013-3	23-1553-CC3	2023-0109-CVBF	09/21/2023	02/05/2024	$2,500.00	02/05/2024	$ 2,000.00
Rivera, Rachel / Bankers Insurance Company / Around the Clock Bail Bonds	04/11/2023	22-04941-3	23-1554-CC3	2023-0110-CVBF	09/21/2023	02/05/2024	$ 2,000.00	02/05/2024	$ 1,600.00
Meyer, Charles / Bankers Insurance Company / Around the Clock Bail Bonds	04/25/2023	22-02577-3	23-1691-CC3	2023-0121-CVBF	10/12/2023	02/05/2024	$ 2,000.00	02/05/2024	$ 200.00
Lieser, Regan Michael	08/05/2021	15-05417-2	21-1363-CC2	2021-0054-CVBF	08/26/2021	02/09/2024	$ 8,500.00	02/06/2024	$ 8,022.00
Williamson, Joseph Dwayne	09/09/2021	21-00932-3	21-1494-CC3	2021-0061-CVBF	09/14/2021	02/08/2024	$ 750.00	02/08/2024	$ 206.50
Gonzalez, Christopher	10/28/2021	21-01916-3	21-1783-CC3	2021-0097-CVBF	11/09/2021	02/09/2024	$ 1,000.00	02/06/2024	$ 444.00
McGeorge, Christopher Joseph	11/09/2021	20-03411-3	21-1868-CC3	2021-0103-CVBF	11/23/2021	02/08/2024	$ 50.00	02/08/2024	$ (380.50)

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 16th day of April, 2024, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

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

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	01-Mar-2024	34083	2020-2336	$ 240.00
			07-Mar-2024	34105	2022-2804	$ 358.41
					2023-0198	$ 60.00
					2023-1621	$ 60.00
			08-Mar-2024	34111	CASE# 2022-3111	$ 180.00
					CASE# 2023-1520	$ 60.00
			12-Mar-2024	34119	#2022-4820	$ 60.00
					#2023-1288	$ 60.00
					#2023-1883	$ 60.00
			15-Mar-2024	34134	REC# 2023-1402	$ 60.00
			20-Mar-2024	34155	2022-0935	$ 240.00
					2023-1545	$ 60.00
					2023-2342	$ 60.00
					2023-3462	$ 250.00
		CO ATTY 2	28-Mar-2024	34187	2022-0740	$ 120.00
					2023-1105	$ 240.00
207015 Total						**$ 2,168.41**
351000	0364	CO ATTY INTERVENTION	04-Mar-2024	34088	CASE# 2022-3292; 2023-0747; 2023-1621; 2023-2454; 2023-3671	$ 2,080.00
			05-Mar-2024	34096	CASE# 2020-3831; 2022-2083; 2023-0198; 2023-0311; 2023-0354	$ 2,360.00
			06-Mar-2024	34102	CASE# 2022-0935; 2022-3111; 2022-4998; 2023-0076; 2023-1520	$ 2,220.00
			13-Mar-2024	34124	# 2023-0576; 2023-1264; 2023-1713; 2023-2176	$ 2,000.00
			18-Mar-2024	34138	CASE# 2022-2372; 2022-4656; 2023-0578; 2023-1185; 2023-1402; 2023-1411; 2023-1545; 2023-2342; 2023-3423; 2023-3530	$ 4,580.00
			20-Mar-2024	34155	# 2023-1645; 2023-3462	$ 1,000.00
			22-Mar-2024	34162	CASE# 2022-3883, 2022-4028, 2023-0445, 2023-0989, 2023-1916	$ 2,360.00
			25-Mar-2024	34167	REC# 2023-0266, 2023-0324	$ 1,000.00
			28-Mar-2024	34187	2023-0316, 2023-0409, 2023-0787	$ 1,500.00
		CO ATTY INTERVENTION 1	11-Mar-2024	34116	REC# 2022-0044; 2022-4665; 2022-4820; 2023-0689; 2023-0703; 2023-1141; 2023-1853; 2023-1883; 2023-5038	$ 4,080.00
		CO ATTY INTERVENTION 2	11-Mar-2024	34116	REC# 2023-1288	$ 500.00
351000 Total						**$ 23,680.00**
352200	0100	CO ATTY - BOND FORFEITURES	05-Mar-2024	34096	CK# 2810, CAUSE# 23-0490-CC3 TRAVIS JOHNTELL BATISTE	$ 6,000.00
352200 Total						**$ 6,000.00**
370500	0100	CO ATTY 1	28-Mar-2024	34187	CASH PROCESS SERVER 24-0505-C395	$ 11.00
370500 Total						**$ 11.00**
Grand Total						**$ 31,859.41**

Criminal Restitution March 2024

Date	Payor	Amount	Case #	Deposit Date
2/27/2024	Lauren Gabrielle Guajardo	$ 240.00	2020-2336	2/29/2024
		$ 240.00		
Date	Payor	Amount	Case #	Deposit Date
3/4/2024	Cierra Bazemore	$ 358.41	2022-2804	3/5/2024
3/1/2024	Allaberdi Kulyev	$ 60.00	2023-0198	3/5/2024
3/4/2024	Michelle G Silvestry	$ 60.00	2023-1621	3/5/2024
		$ 478.41		
Date	Payor	Amount	Case #	Deposit Date
3/5/2024	Dawn Michelle Caine	$ 180.00	2022-3111	3/7/2024
3/5/2024	Pamela Lynn Moy	$ 60.00	2023-1520	3/7/2024
		$ 240.00		
Date	Payor	Amount	Case #	Deposit Date
3/7/2024	Ronald Nathan Stowers	$ 60.00	2022-4820	3/12/2024
3/8/2024	Allen Lee Butler	$ 60.00	2023-1288	3/12/2024
3/7/2024	Rance Dewayne Rogers	$ 60.00	2023-1883	3/12/2024
		$ 180.00		
Date	Payor	Amount	Case #	Deposit Date
3/13/2024	Dawson Dunham Clancy	$ 60.00	2023-1402	3/14/2024
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
3/15/2024	Chad Daniel Pierce	$ 240.00	2022-0935	3/19/2024
3/15/2024	Charmaine Gayle Enriquez	$ 60.00	2023-1545	3/19/2024
3/14/2024	Henry John Farris	$ 60.00	2023-2342	3/19/2024
3/15/2024	Karthik Bhukya	$ 250.00	2023-3462	3/19/2024
		$ 610.00		
Date	Payor	Amount	Case #	Deposit Date
3/21/2024	Christopher Lee Gabbard	$ 120.00	2022-0740	3/26/2024
3/22/2024	Selene Vega	$ 240.00	2023-1105	3/26/2024
		$ 360.00		

PTI Fees March 2024

date	payor	amount	control #	deposit date
2/29/2024	Darian P Parker	$ 500.00	2022-3292	3/1/2024
2/29/2024	Josephat Nyansikeera Mboga	$ 360.00	2023-0747	3/1/2024
2/29/2024	Michelle G Silvestry	$ 360.00	2023-1621	3/1/2024
2/28/2024	Alec Gregory Block	$ 500.00	2023-2454	3/1/2024
2/28/2024	Jennifer Leigh Coufal	$ 360.00	2023-3671	3/1/2024
		$ 2,080.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/2/2024	Deseraeh Monique Reyes	$ 500.00	2020-3831	3/4/2024
3/1/2024	Mallory Lynne Smith	$ 500.00	2022-2083	3/4/2024
3/1/2024	Allaberdi Kulyev	$ 500.00	2023-0198	3/4/2024
3/1/2024	Katie Ray Levens	$ 360.00	2023-0311	3/4/2024
3/1/2024	Moses Anthony Guzman	$ 500.00	2023-0354	3/4/2024
		$ 2,360.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/5/2024	Chad Daniel Pierce	$ 500.00	2022-0935	3/6/2024
3/5/2024	Dawn Michelle Caine	$ 360.00	2022-3111	3/6/2024
3/4/2024	Xavier Domingo Vera	$ 500.00	2022-4998	3/6/2024
3/4/2024	Byron Keith Blake	$ 360.00	2023-0076	3/6/2024
3/5/2024	Pamela Lynn Moy	$ 500.00	2023-1520	3/6/2024
		$ 2,220.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/7/2024	Daniel Anthony Garza, II	$ 500.00	2022-0044	3/8/2024
3/7/2024	Christian Acuna Suarez	$ 500.00	2022-4665	3/8/2024
3/7/2024	Ronald Nathan Stowers	$ 360.00	2022-4820	3/8/2024
3/7/2024	Antonio Dejesus Rodriguez	$ 360.00	2023-0689	3/8/2024
3/6/2024	Jovani Valverde	$ 500.00	2023-0703	3/8/2024
3/6/2024	Abacuc Victoriano Rebollar	$ 500.00	2023-1141	3/8/2024

3/6/2024	Samir Mahedi Momir	$ 500.00	2023-1853	3/8/2024
3/6/2024	Rance Dewayne Rogers	$ 500.00	2023-1883	3/8/2024
3/7/2024	Diahann Deanna Armstrong	$ 360.00	2023-5038	3/8/2024
		$ 4,080.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/8/2024	Allen Lee Butler	$ 500.00	2023-1288	3/11/2024
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/11/2024	Rachel Ann DeMarco	$ 500.00	2023-0576	3/13/2024
3/12/2024	Angelina Michelle Renwick	$ 500.00	2023-1264	3/13/2024
3/11/2024	Sudhakaran Nagarajan	$ 500.00	2023-1713	3/13/2024
3/12/2024	Ebony Rechelle Woods	$ 500.00	2023-2176	3/13/2024
		$ 2,000.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/13/2024	DeKovin DeVaughn Vincent	$ 500.00	2022-2372	3/15/2024
3/14/2024	Leonardo Angulo Ortega	$ 500.00	2022-4656	3/15/2024
3/14/2024	Jayda M'Shele Jones	$ 360.00	2023-0578	3/15/2024
3/14/2024	Jesus Nunez, Jr	$ 500.00	2023-1185	3/15/2024
3/13/2024	Dawson Dunham Clancy	$ 500.00	2023-1402	3/15/2024
3/14/2024	Kayci Nichole Zettler	$ 500.00	2023-1411	3/15/2024
3/14/2024	Charmaine Gayle Enriquez	$ 500.00	2023-1545	3/15/2024
3/14/2024	Henry John Farris	$ 360.00	2023-2342	3/15/2024
3/14/2024	Ismael Camejo Garriga	$ 360.00	2023-3423	3/15/2024
3/14/2024	Juan Francisco Quintero	$ 500.00	2023-3530	3/15/2024
		$ 4,580.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/18/2024	Vanessa Sue Adams	$ 500.00	2023-1645	3/20/2024
3/18/2024	Karthik Bhukya	$ 500.00	2023-3462	3/20/2024

		$ 1,000.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/21/2024	Justin Thornberry	$ 500.00	2022-3883	3/22/2024
3/21/2024	David Moreno	$ 500.00	2022-4028	3/22/2024
3/20/2024	Sherry Ann Golden	$ 500.00	2023-0445	3/22/2024
3/21/2024	William J Cotten	$ 500.00	2023-0989	3/22/2024
3/20/2024	Kevin Henry Barco	$ 360.00	2023-1916	3/22/2024
		$ 2,360.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/24/2024	Colton Thomas Davis	$ 500.00	2023-0266	3/25/2024
3/22/2024	Megan Elizabeth Barber	$ 500.00	2023-0324	3/25/2024
		$ 1,000.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/26/2024	Ana Rosa Goytia	$ 500.00	2023-0316	3/27/2024
3/25/2024	Austin Paddock	$ 500.00	2023-0409	3/27/2024
3/25/2024	Christina Nicole Freitas	$ 500.00	2023-0787	3/27/2024
		$ 1,500.00		

Commissioners Court - Regular Session **10.**

Meeting Date: 04/23/2024

Justice of the Peace 3 MARCH 2024 Monthly Report

Submitted For: Evelyn McLean **Submitted By:** Mary Alcala, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, March 2024 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

March 2024 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/16/2024 03:04 PM
Form Started By: Mary Alcala		Started On: 04/15/2024 10:50 AM
Final Approval Date: 04/16/2024		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of March 2024.

JUSTICE OF THE PEACE PCT. 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

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

NOTARY PUBLIC
in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
MARY ANN ALCALA
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133030414

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2024 - 03/31/2024** Case Categories: **Civil**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	237.75
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	9,800.00
	0100 - General Fund Total:	**10,037.75**
	Fee Totals for All Funds:	**10,037.75**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2024 - 03/31/2024** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
AB	Abstract	45.00	7	0.00	0	0.00	0	45.00	7
CCOP	Civil Copies	54.75	12	0.00	0	0.00	0	54.75	12
CERT	Certified Copy	16.00	5	0.00	0	0.00	0	16.00	5
CONT3	Constable Service Fee Pct #3	6,000.00	59	0.00	0	0.00	0	6,000.00	59
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	95.00	19	0.00	0	0.00	0	95.00	19
WSF3	Constable #3 - Writ Service Fee	3,800.00	19	0.00	0	0.00	0	3,800.00	19
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		10,037.75	123	0.00	0	0.00	0	10,037.75	123

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2024 - 03/31/2024** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	5.00
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	8,628.48
01-0100-0000-207027 - DUE TO TX TOLLWAYS	L-004-3-01-0100-0000-207027: 01-0100-0000-207027 - DUE TO TX TOLLWAYS	22.01
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	541.45
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	0.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	466.51
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	7,386.65
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-3-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	2.62
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,003.02
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	88,236.35
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	11.58
	0100 - General Fund Total:	**106,303.67**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	179.26
	0361 - JP Security Fund Total:	**179.26**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	219.07
	0367 - JP-3 Truancy Program Fund Total:	**219.07**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	179.22
	0372 - Justice Court Technology Fund Total:	**179.22**

Payment Report - G/L and Fund Summary

Transaction Date: **03/01/2024 - 03/31/2024** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	82.18
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,752.27
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	175.25
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	260.83
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	450.28
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	2.95
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	599.58
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	85.60
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	160.11
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	502.99
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	3,714.40
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	78.00
	0399 - State Agency Fund Total:	**7,864.44**
	Fee Totals for All Funds:	**114,745.66**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2024 - 03/31/2024** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
ADTOLL	Administrative Toll Fee due to TXDOT	22.01	1	0.00	0	0.00	0	22.01	1
AFCA3	Arrest/Service Fee - Const. Pct. 3	15.00	2	0.00	0	0.00	0	15.00	2
AFDPS	Arrest Fee - DPS (CCP 102.011)	109.64	30	0.00	0	0.00	0	109.64	30
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	103.33	27	0.00	0	0.00	0	103.33	27
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,752.27	59	0.00	0	0.00	0	1,752.27	59
CFINE	County Fine	88,236.35	705	0.00	0	0.00	0	88,236.35	705
CHS	Courthouse Security Fee (CCP 102.017)	134.45	60	0.00	0	0.00	0	134.45	60
CHSJC	JP Security Fee (CCP 102.017)	44.81	60	0.00	0	0.00	0	44.81	60
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.60	1	0.00	0	0.00	0	0.60	1
COLLFEE	Collection Agency Fee	8,628.48	135	0.00	0	0.00	0	8,628.48	135
COPIES	Certified Copies	6.75	2	0.00	0	0.00	0	6.75	2
COPY	Copies	16.00	1	0.00	0	0.00	0	16.00	1
CRFEEOVER	Criminal Overpayment Fee	0.00	1	0.00	0	0.00	0	0.00	1
DDF	Deferred Disposition Fee	7,275.00	54	0.00	0	0.00	0	7,275.00	54
FNTC1	Child Safety Seat Fine Trauma Center	160.11	3	0.00	0	0.00	0	160.11	3
IDF	Indigent Defense Fee (LGC 133.107)	85.60	58	0.00	0	0.00	0	85.60	58
JCTF	Justice Court Technology Fee (CCP 102.0173)	179.22	60	0.00	0	0.00	0	179.22	60
JFR	Jury Reimbursement Fee (CCP 102.0045)	175.25	59	0.00	0	0.00	0	175.25	59
JTP	Juvenile Truancy Program (CCP 102.0174)	219.07	59	0.00	0	0.00	0	219.07	59
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	41.09	54	0.00	0	0.00	0	41.09	54
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	41.09	54	0.00	0	0.00	0	41.09	54
JUSFC	Judicial Support Fund - County (LGC 133.105)	25.67	58	0.00	0	0.00	0	25.67	58
JUSFS	Judicial Support Fund - State (LGC 133.105)	234.56	59	0.00	0	0.00	0	234.56	59
LT10	Overpayments < $10	11.58	5	0.00	0	0.00	0	11.58	5
MVF	Moving Violation Fee (CCP 102.022)	2.95	39	0.00	0	0.00	0	2.95	39
OMNI	OMNI Fee	100.60	20	0.00	0	0.00	0	100.60	20
OMNIC	OMNI Fee - County	67.08	20	0.00	0	0.00	0	67.08	20
OMNIS	OMNI Fee - State	335.31	20	0.00	0	0.00	0	335.31	20

Payment Report - Fee Code Summary

Transaction Date: **03/01/2024 - 03/31/2024** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFC2	Service/Arrest Fee - Const. 2	2.62	1	0.00	0	0.00	0	2.62	1
SFC3	Service/Arrest Fee - Const. 3	45.00	9	0.00	0	0.00	0	45.00	9
SFMCWV	State Fine - Motor Carrier Weight Violation	3,714.40	17	0.00	0	0.00	0	3,714.40	17
SFOC	Service Fee - Out of County	25.00	3	0.00	0	0.00	0	25.00	3
STF	State Traffic Fee (TC 542.4031)	599.58	26	0.00	0	0.00	0	599.58	26
TPC	Time Payment Fee - County	34.34	5	0.00	0	0.00	0	34.34	5
TPS	Time Payment Fee - State	43.66	7	0.00	0	0.00	0	43.66	7
TPWF	Texas P&W Fine	541.45	5	0.00	0	0.00	0	541.45	5
UFA	Uniform Traffic Act (TC 542.403)	63.90	29	0.00	0	0.00	0	63.90	29
WARC3	Warrant Fee - Constable Pct. 3	943.02	20	0.00	0	0.00	0	943.02	20
WCSO	Williamson County Sheriff	363.18	8	0.00	0	0.00	0	363.18	8
WFDPS	Warrant Fee - DPS	340.64	7	0.00	0	0.00	0	340.64	7

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	114,745.66	1,844	0.00	0	0.00	0	114,745.66	1,844

Commissioners Court - Regular Session **11.**

Meeting Date: 04/23/2024

Justice of the Peace 4 March 2024 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, March 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM MAR 2024

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/18/2024 12:59 PM
Form Started By: Veronica Bolander		Started On: 04/18/2024 10:08 AM
Final Approval Date: 04/18/2024		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Rhonda Redden, Justice of the Peace, Precinct 4, Williamson County, who on her oath, stated that the attached report of money collected is a true and correct report for the month of March 2024.

RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR

This 17th day of April 2024, to certify which witness my hand and seal of office.

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

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Deposit Date: **03/01/2024 - 03/31/2024** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**84,330.24**	**84,330.24**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**84,330.24**	**84,330.24**
Tender Method Summary			
Tender Types	Cash	3,591.22	3,591.22
	Cashier's Check	906.49	906.49
	Certified Payments Credit Card	40,294.14	40,294.14
	Check	1,203.00	1,203.00
	Credit Card	25,002.89	25,002.89
	E-File Credit Card	12,749.50	12,749.50
	Money Order	583.00	583.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

Deposit Date: **03/01/2024 - 03/31/2024** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	300.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	1,129.39
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	890.66
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	100.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	7,136.94
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	9,680.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-4-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	5.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	265.90
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	801.07
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	37,238.10
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	552.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	3,510.41
	0100 - General Fund Total:	**61,609.47**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	9.43
	0361 - JP Security Fund Total:	**9.43**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-4-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	75.00
	0365 - Child Safety Fund Total:	**75.00**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	100.00
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	11.80
	0369 - JP-4 Truancy Program Fund Total:	**111.80**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	920.00
	0370 - Alternate Dispute Resolution Fund Total:	**920.00**

Payment Report - G/L and Fund Summary

Deposit Date: **03/01/2024 - 03/31/2024** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

G/L Account	G/L Account Number	Fee Totals
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	9.45
	0372 - Justice Court Technology Fund Total:	**9.45**
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	4.72
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	94.44
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	15,298.20
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	378.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	9.45
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	14.17
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	370.02
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.20
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	36.65
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	4,762.21
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	4.72
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	250.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	368.83
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	3.48
	0399 - State Agency Fund Total:	**21,595.09**
	Fee Totals for All Funds:	**84,330.24**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: **03/01/2024 - 03/31/2024** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC3	Arrest Fee - Constable 3 CCP 102.011(a)(e), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	31.88	9	0.00	0	0.00	0	31.88	9
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	297.79	71	0.00	0	0.00	0	297.79	71
2020AFHISD	Arrest Fee - Hutto ISD PD CCP 102.011(a)(1), 102.011(e)	8.41	2	0.00	0	0.00	0	8.41	2
2020AFJISD	Arrest Fee - Jarrell ISD PD CCP 102.011(a)(1), 102.011(e)	37.75	8	0.00	0	0.00	0	37.75	8
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102.011(e)	66.12	15	0.00	0	0.00	0	66.12	15
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	796.84	202	0.00	0	0.00	0	796.84	202
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	15,298.20	306	0.00	0	0.00	0	15,298.20	306
2020CDF	Compliance Dismissal Fine	230.00	23	0.00	0	0.00	0	230.00	23
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	180.00	18	0.00	0	0.00	0	180.00	18
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,510.41	310	0.00	0	0.00	0	3,510.41	310
2020LTF	Local Traffic Fine (TC 542.403)	285.72	120	0.00	0	0.00	0	285.72	120
2020SJF	Jury Summons Fee CCP 102.011(a)(7)	5.00	1	0.00	0	0.00	0	5.00	1
2020STF	State Traffic Fine (TC 542.4031)	4,762.21	120	0.00	0	0.00	0	4,762.21	120
2020TPF	Time Payment Fee CCP 102.030	801.07	88	0.00	0	0.00	0	801.07	88
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	220.91	5	0.00	0	0.00	0	220.91	5
AB	Abstract	20.00	4	0.00	0	0.00	0	20.00	4
AFDPS	Arrest Fee - DPS (CCP 102.011)	6.11	2	0.00	0	0.00	0	6.11	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.69	2	0.00	0	0.00	0	5.69	2
CB	Cash Bond	300.00	1	0.00	0	0.00	0	300.00	1
CC	Certified Copies	2.25	1	0.00	0	0.00	0	2.25	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	94.44	4	0.00	0	0.00	0	94.44	4
CCOP	Civil Copies	42.00	9	0.00	0	0.00	0	42.00	9
CFINE	County Fine	37,103.75	302	134.35	4	0.00	0	37,238.10	306
CHS	Courthouse Security Fee (CCP 102.017)	7.09	4	0.00	0	0.00	0	7.09	4
CHSJC	JP Security Fee (CCP 102.017)	2.34	4	0.00	0	0.00	0	2.34	4

Payment Report - Fee Code Summary

Deposit Date: **03/01/2024 - 03/31/2024** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CJS	Criminal Judicial Support Fee (LGC 103.105)	14.17	4	0.00	0	0.00	0	14.17	4
COLLFEE	Collection Agency Fee	1,129.39	16	0.00	0	0.00	0	1,129.39	16
CONT4	Constable Service Fee Pct #4	6,480.00	57	0.00	0	0.00	0	6,480.00	57
COPIES	Certified Copies	2.00	1	0.00	0	0.00	0	2.00	1
COPY	Copies	4.00	1	0.00	0	0.00	0	4.00	1
CSFF	Child Safety Fee (CCP 102.014(d))	40.00	2	0.00	0	0.00	0	40.00	2
CSSF	Child Safety School Fee (CCP 102.014(c))	75.00	3	0.00	0	0.00	0	75.00	3
DDF	Deferred Disposition Fee	876.00	11	0.00	0	(134.35)	4	741.65	15
FNTC1	Child Safety Seat Fine Trauma Center	250.00	2	0.00	0	0.00	0	250.00	2
IDF	Indigent Defense Fee (LGC 133.107)	4.72	4	0.00	0	0.00	0	4.72	4
JCTF	Justice Court Technology Fee (CCP 102.0173)	9.45	4	0.00	0	0.00	0	9.45	4
JFR	Jury Reimbursement Fee (CCP 102.0045)	9.45	4	0.00	0	0.00	0	9.45	4
JTP	Juvenile Truancy Program (CCP 102.0174)	11.80	4	0.00	0	0.00	0	11.80	4
MVF	Moving Violation Fee (CCP 102.022)	0.20	2	0.00	0	0.00	0	0.20	2
SB41CDRF	County Dispute Resolution fund - LGC 135.157	920.00	184	0.00	0	0.00	0	920.00	184
SB41JCSF	Justice Court Support Fund	4,600.00	184	0.00	0	0.00	0	4,600.00	184
SB41LAF	Language Access Fund - LGC 135.155	552.00	184	0.00	0	0.00	0	552.00	184
SB41SCF	State Consolidated Fee	378.00	18	0.00	0	0.00	0	378.00	18
SCH	School District Fine	100.00	2	0.00	0	0.00	0	100.00	2
SFC4	Service/Arrest Fee - Const. 4	8.11	3	0.00	0	0.00	0	8.11	3
SFMCWV	State Fine - Motor Carrier Weight Violation	368.83	6	0.00	0	0.00	0	368.83	6
STF	State Traffic Fee (TC 542.4031)	36.65	2	0.00	0	0.00	0	36.65	2
TCC	Truancy Court Cost (HB2398)	100.00	2	0.00	0	0.00	0	100.00	2
TFC	Traffic	3.67	2	0.00	0	0.00	0	3.67	2
TP	Time Payment Fee	3.48	1	0.00	0	0.00	0	3.48	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	4.72	4	0.00	0	0.00	0	4.72	4
TPWF	Texas P&W Fine	890.66	15	0.00	0	0.00	0	890.66	15
WEXEC	Writ of Execution	15.00	3	0.00	0	0.00	0	15.00	3
WF	Warrant Fee	56.96	2	0.00	0	0.00	0	56.96	2
WPOSS	Writ of Possession	65.00	14	0.00	0	0.00	0	65.00	14
WSF4	Constable #4 - Writ Service Fee	3,200.00	17	0.00	0	0.00	0	3,200.00	17

Payment Report - Fee Code Summary

Deposit Date: **03/01/2024 - 03/31/2024** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	84,330.24	2,390	134.35	4	(134.35)	4	84,330.24	2,398

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 3/01/2024-3/31/2024

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$3,510.41	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$1,228.64		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$1,253.72		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$1,002.97		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$25.08		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$3,510.41	$3,510.41			100.000000%
Collected	$3,510.41				

Commissioners Court - Regular Session **12.**

Meeting Date: 04/23/2024

CAHFC Katy Project

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's tax-exempt obligations for The Katy Project.

Background

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

The Bonds will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with 1 TX A.D.C. §53.229.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAHFC Katy Project

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/17/2024 11:45 AM
Form Started By: Hal Hawes		Started On: 04/17/2024 10:52 AM
Final Approval Date: 04/17/2024		

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

April 16, 2024

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

Re: Capital Area Housing Finance Corporation
Tax-Exempt Obligations
(The Katy)

Dear Mr. Hawes:

The Capital Area Housing Finance Corporation (the *"Corporation"*) will issue its tax-exempt obligations in an aggregate principal amount not to exceed $35,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development will be located in the City of Elgin, Bastrop County (the *"Development"*). The Bonds will be special limited obligations of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

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

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

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute the signature pages for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, May 31, 2024.

CAPITAL AREA HOUSING FINANCE CORPORATION

By _____
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

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

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the *"Attorney General"*) and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the *"Corporation"*) related to the issuance by the Corporation of its tax-exempt obligations for The Katy project, to be issued in one or more series in an aggregate principal amount not to exceed $35,000,000 (the *"Bonds"*).

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By_____
[Deputy] County Clerk

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

Commissioners Court - Regular Session **13.**

Meeting Date: 04/23/2024

Tax Collection Agreement

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Woodside Municipal Utility District No 1 and the County of Williamson, Texas.

Background

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The original documents of the Tax Collection Agreement with the Woodside Municipal Utility District No. 1 requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tax Collection Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/11/2024 11:42 AM
Form Started By: Mary Greenway		Started On: 04/11/2024 08:58 AM
Final Approval Date: 04/11/2024		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, the Woodside Municipal Utility District No. 1 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Woodside Municipal Utility District No. 1, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County

sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year**. In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed April 5, 20 24.

COUNTY OF WILLIAMSON

Bill Gravell, County Judge
County of Williamson

Larry Gaddes

Larry Gaddes, Tax Assessor/Collector,
County of Williamson

WOODSIDE MUNICIPAL UTILITY DISTRICT NO. 1 WILLIAMSON COUNTY TEXAS

William Allen Underwood, Vice President
Woodside Municipal Utility District No. 1

RESOLUTION AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, the Woodside Municipal Utility District No. 1 desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the Woodside Municipal Utility District No. 1 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Woodside Municipal Utility District No. 1 THAT:

The President of Woodside Municipal Utility District No. 1 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 5th day of April, 2024.

William Allen Underwood, Vice President

Woodside Municipal Utility District No. 1

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor/Collector are hereby authorized and directed to enter into a contract with in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the ____ day of _____, 20___.

_____

Bill Gravell, County Judge
County of Williamson

Commissioners Court - Regular Session **14.**

Meeting Date: 04/23/2024

Donation of bicycle helmets to JDA for Sheriff's Office

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation of (66) Red Bicycle Helmets for the Sheriff's Office Junior Deputy Academy from AAA Texas pursuant to Tex. Loc. Gov't Code 81.032.

Background

Kara Thorp and Anne O'Ryan of AAA Texas will be donating (66) Red Bicycle Helmets for the Summer 2024 Junior Deputy Academy, Session 1 (June 3-6) and Session 2 (June 17-20) for the 9-11 years old age group. These kids will also receive safety instruction and fitting of the helmet. Total cost $727.70.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AAA Texas Donation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/18/2024 08:05 AM
Form Started By: Starla Hall		Started On: 04/17/2024 03:44 PM
Final Approval Date: 04/18/2024		

Top Gear Inc. DBA Helmets R Us Inc.

2705 Pacific Avenue
Tacoma, WA 98402

Invoice/Estimate

Date	Quote #
4/16/2024	2893

Name / Address
AAA Texas Kara Thorp 4970 Hwy 290 W #310 Austin TX 78735

P.O. No.	Terms	Due Date
	Due on receipt	4/16/2024

Item	Description	Qty	Cost	Total
8MDRD	08 (V10N-B) Medium Red Bicycle Helmets	54	8.95	483.30
8LGRD	08 (V10N-C) Large Red Bicycle Helmets	12	8.95	107.40
S hipping cost	Shipping Charges	66	2.00	132.00
Handling	Handling	1	5.00	5.00
	Deliver to: DP AW Grimes Training Center ATTN: Sgt. Stacy Prior 8160 Chandler Rd. Hutto, TX 78634			
	Quote provided to: Kara Thorp AAA Texas and New Mexico Thorp.Kara@ace.aaa.com			
	Quote is valid for 60 days			

Subtotal	$727.70
Sales Tax (0.00)	$0.00
Total	$727.70

Commissioners Court - Regular Session **15.**

Meeting Date: 04/23/2024

LEAMS Vehicle Reimbursement Agreement for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies for a police escort for Leams (Law Enforcement Administrative Management Service) on April 27, 2024 in Liberty Hill.

Background

This agreement gives permission for LEAMS to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage. (Police escort from Liberty Hill to Bertram)

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LEAMS 4-23-24

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/18/2024 01:03 PM
Form Started By: Starla Hall		Started On: 04/18/2024 11:50 AM
Final Approval Date: 04/18/2024		

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on April 23, 2024 and shall terminate on September 30, 2024. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.

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

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

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

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

LEA: At the address set forth on signature page below

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

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

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

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

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

NON-GOVERNMENTAL ORGANIZATION:

Name ~~of Organization~~: Leams Law Enforcement Administrative Managent Service

Signature: _____

Printed Name: Deny Garcia

Title: Manager

Date: April 17th, 2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: April 18, 2024

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 20____

[2] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **16.**

Meeting Date: 04/23/2024

Approval of Purchase of Presidio - Palo Alto 2024 System for Sheriff's Office

Submitted For: Joy Simonton **Submitted By:** Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving #2024183 between Williamson County and Presido - Palo Alto Renewal 2024 for existing subscriptions for County firewalls, in the amount of $118,383.42, pursuant to DIR cooperative contract #DIR-TSO-4315.

Background

Approval of this item will support the operations of the Williamson County Information Systems and the renewal of service for the County Firewalls. Funding Source is 01.0100.0503.004500 for FY24. Department contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Presidio Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/17/2024 01:29 PM
County Judge Exec Asst.	Becky Pruitt	04/18/2024 08:03 AM
Form Started By: Barbi Hageman		Started On: 04/16/2024 01:14 PM
Final Approval Date: 04/18/2024		

PRESIDIO™

QUOTE: [redacted]
DATE: 04/08/2024
PAGE: 1 of 4

TO:
Williamson County
Rory Tierney
301 SE Inner Loop Suite 106
Georgetown, TX 78626

rory.tierney@wilco.org
(p) (512) 943-1457
(f) (512) 943-1672

FROM:
Presidio Networked Solutions Group, LLC
[redacted]
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

dguzman@presidio.com
(p) +1.512.795.7146

BILL TO:
Williamson County

301 SE Inner Loop- Suite 105
Info Technology Srvs
Georgetown, TX 78626

SHIP TO:
Williamson County

301 SE Inner Loop- Suite 105
Info Technology Srvs
Georgetown, TX 78626

Customer#: WILLI035
Account Manager: [redacted]
Inside Sales Rep: [redacted]
Title: Williamson County - Palo Alto Renewal 2024

Contract Vehicle: Texas DIR-TSO-4315 immixTechnology

#	Part #	Description	List Price	Unit Price	Qty	Ext List Price	Ext Price
1	PAN-SVC-PREM-3220-R	Premium support renewal, PA-3220 **Start Date:** 04/05/2024 **End Date:** 04/05/2025 **Comments:** **Serial #s:** 016201007294 016201007292	$3,850.00	$3,465.00	2	$7,700.00	$6,930.00
2	PAN-PA-3220-ADVURL-HA2-R	Subscription Advanced URL Filtering, 1-year, PA-3220, HA Pair Renewal **Start Date:** 04/05/2024 **End Date:** 04/05/2025 **Serial #s:** 016201007294 016201007292	$5,770.00	$4,212.10	2	$11,540.00	$8,424.20
3	PAN-PA-3220-ATP-HA2-R	Advanced Threat Prevention subscription for device in an HA pair renewal, PA-3220 **Start Date:** 04/05/2024 **End Date:** 04/05/2025 **Serial #s:** 016201007294 016201007292	$5,770.00	$4,212.10	2	$11,540.00	$8,424.20
4	PAN-PA-3220-AWF-HA2-R	Advanced WildFire subscription for device in an HA pair renewal, PA-3220 **Start Date:** 04/05/2024 **End Date:** 04/05/2025 **Comments:** **Serial #s:** 016201007292 016201007294	$4,962.00	$3,622.26	2	$9,924.00	$7,244.52
5	PAN-PA-3220-GP-HA2-R	GlobalProtect subscription for device in an HA pair renewal, PA-3220 **Start Date:** 04/05/2024 **End Date:** 11/01/2025 **Serial #s:** 016201007294 016201007292	$3,320.00	$2,423.60	2	$6,640.00	$4,847.20

6	PAN-PA-3220-DNS-HA2-R	DNS Security subscription for device in an HA pair renewal, PA-3220 **Start Date:** 04/05/2024 **End Date:** 04/05/2025 **Serial #s:** 016201007294 016201007292	$3,320.00	$2,423.60	2	$6,640.00	$4,847.20
7	PAN-SVC-PREM-820-R	Premium support year 1 renewal, PA-820 **Start Date:** 04/05/2024 **End Date:** 04/05/2025 **Comments:** **Serial #s:** 012001024533 012001024795	$970.00	$873.00	2	$1,940.00	$1,746.00
8	PAN-PA-820-ADVURL-HA2-R	Subscription Advanced URL Filtering, 1-year, PA-820, HA Pair Renewal **Start Date:** 04/05/2024 **End Date:** 04/05/2025 **Comments:** **Serial #s:** 012001024533 012001024795	$1,450.00	$1,058.50	2	$2,900.00	$2,117.00
9	PAN-PA-820-ATP-HA2-R	Advanced Threat Prevention subscription renewal for devices in HA pair, PA-820 **Start Date:** 04/05/2024 **End Date:** 04/05/2025 **Comments:** **Serial #s:** 012001024533 012001024795	$1,450.00	$1,058.50	2	$2,900.00	$2,117.00
10	PAN-PA-820-AWF-HA2-R	Advanced WildFire subscription renewal for devices in HA pair, PA-820 **Comments:** 04/05/2024 to 04/05/2025 Serials 012001024795 012001024533	$1,247.00	$910.31	2	$2,494.00	$1,820.62
11	PAN-PA-820-GP-HA2-R	GlobalProtect subscription renewal for devices in HA pair, PA-820 **Start Date:** 04/05/2024 **End Date:** 04/05/2025 **Serial #s:** 012001024533 012001024795	$834.00	$608.82	2	$1,668.00	$1,217.64
12	PAN-PA-820-DNS-HA2-R	DNS Security subscription renewal for devices in HA pair, PA-820 **Comments:** 04/05/2024 to 04/05/2025 Serials 012001024533 012001024795	$834.00	$608.82	2	$1,668.00	$1,217.64
13	PAN-SVC-PREM-850-R	Premium support year 1 renewal, PA-850 **Start Date:** 04/05/2024 **End Date:** 04/05/2025 **Serial #s:** 011901035356 011901035361	$2,030.00	$1,827.00	2	$4,060.00	$3,654.00
14	PAN-PA-850-ADVURL-R	Subscription Advanced URL Filtering, 1-year, Renewal, PA-850 **Start Date:** 04/05/2024 **End Date:** 04/05/2025 **Comments:** **Serial #s:** 011901035361 011901035356	$3,390.00	$2,474.70	2	$6,780.00	$4,949.40

15	PAN-PA-850-ATP-R	Advanced Threat Prevention subscription renewal year 1, PA-850 **Comments:** 04/05/2024 to 04/05/2025 Serials 011901035361 011901035356	$3,390.00	$2,474.70	2 [redacted]	$6,780.00	$4,949.40
16	PAN-PA-850-AWF-R	Advanced WildFire subscription renewal year 1, PA-850 **Comments:** 04/05/2024 to 04/05/2025 Serials 011901035361 011901035356	$3,390.00	$2,474.70	2	$6,780.00	$4,949.40
17	PAN-PA-850-DNS-R	DNS Security subscription renewal year 1, PA-850 **Comments:** 04/05/2024 to 04/05/2025 Serials 011901035361 011901035356	$1,943.60	$1,418.83	2	$3,887.20	$2,837.66
18	PAN-SVC-PREM-PRA-25-R	Premium support renewal, Panorama 25 devices **Start Date:** 04/05/2024 **End Date:** 04/05/2025 **Serial #s:** 000702324087	$2,040.00	$1,836.00	1	$2,040.00	$1,836.00
19	PAN-SVC-PREM-1420-R	PA-1420, Premium support, 1 year (12 months) term, renewal. **Start Date:** 06/30/2024 **End Date:** 07/31/2025 **Serial #s:** 026901001952 026901001886	$3,723.74	$3,351.37	2	$7,447.48	$6,702.74
20	PAN-PA-1420-ADVURL-HA2-R	PA-1420, Advanced URL Filtering subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal. **Comments:** 07/31/2024 to 07/31/2025 Serials 026901001952 026901001886	$5,144.05	$3,755.16	2	$10,288.10	$7,510.32
21	PAN-PA-1420-AIOPS-NGFW-HA2-R	AIOps and Cloud Manager for NGFW subscription, 1-year renewal, PA-1420 HA Pair **Start Date:** 07/31/2024 **End Date:** 07/31/2025 **Comments:** **Serial #s:** 026901001952 026901001886	$3,429.37	$2,503.44	2	$6,858.74	$5,006.88
22	PAN-PA-1420-ATP-HA2-R	PA-1420, Advanced Threat, for one (1) device in an HA pair, 1 year (12 months) term, renewal. **Comments:** 07/31/2024 to 07/31/2025 Serials 026901001952 026901001886	$5,144.05	$3,755.16	2	$10,288.10	$7,510.32
23	PAN-PA-1420-AWF-HA2-R	PA-1420, Advanced Wild Fire subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal. **Comments:** 07/31/2024 to 07/31/2025 Serials 026901001952 026901001886	$5,144.05	$3,755.16	2	$10,288.10	$7,510.32
24	PAN-PA-1420-DNS-HA2-R	PA-1420, DNS security subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal. **Comments:** 07/31/2024 to 07/31/2025 Serials 026901001952 026901001886	$3,429.37	$2,503.44	2	$6,858.74	$5,006.88

PRESIDIO™

QUOTE: [redacted]
DATE: 04/08/2024

25	PAN-PA-1420-GP-HA2-R	PA-1420, GlobalProtect subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal. **Comments:** 07/31/2024 to 07/31/2025 Serials 026901001952 026901001886	$3,429.37	$2,503.44	2 [redacted]	$6,858.74	$5,006.88

Total List Price:	**$156,769.20**
Sub Total:	**$118,383.42**
Grand Total:	**$118,383.42**

This quote is governed by Terms and Conditions of Texas DIR-TSO-4315 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
7701 Las Colinas Ridge #600
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-4315
Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Destination

No signed quote. PO required.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1147476

Date Filed:
04/16/2024

Date Acknowledged:

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

Presidio Networked Solutions Group, LLC.
Austin, TX United States

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

Williamson County

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

2024183
Palo Alto Renewal 2024

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is [redacted], and my date of birth is 03/13/1986.

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 16 day of April (month), 2024 (year).

[redacted]
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1147476

Date Filed:
04/16/2024

Date Acknowledged:
04/16/2024

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

Presidio Networked Solutions Group, LLC.
Austin, TX United States

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

Williamson County

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

2024183
Palo Alto Renewal 2024

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

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

Commissioners Court - Regular Session **17.**

Meeting Date: 04/23/2024

Authorize Issuing Advertisement for IFB #24IFB55 IFB Cul-de-Sac and Straight Section – Fog Seal Spring 2024 for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Cul-de-Sac and Straight Section – Fog Seal Spring 2024 for FY24, under IFB #24IFB55.

Background

Williamson County is seeking qualified companies to provide materials, experienced fog seal crews and equipment to resurface subdivision cul-de-sacs and straight sections for Spring 2024. The Estimated Budget is $281,941.00. The funding source is 01.0200.0210.003599 and the point of contact is Kon Kwan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/17/2024 09:05 AM
County Judge Exec Asst.	Becky Pruitt	04/17/2024 09:28 AM
Form Started By: Vickie Johnson		Started On: 04/16/2024 10:01 AM
Final Approval Date: 04/17/2024		

Commissioners Court - Regular Session **18.**

Meeting Date: 04/23/2024

Inland 24RFSQ13 WA01 On-Call Land Surveying Services

Submitted For: Robert Daigh **Submitted By:** Rachel Vrabel, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $85,155.00 to expire on June 25, 2024 under Williamson County Contract for Surveying Services between Austin Survey Company, LLC dba Inland Geodetics and Williamson County dated March 19, 2024 for On Call Land Surveying Services. Project Number: P588 Funding source: TANS

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inland 24RFSQ13 WA01 On-Call Land Surveying Services

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/18/2024 11:24 AM
County Judge Exec Asst.	Becky Pruitt	04/18/2024 01:02 PM
Form Started By: Rachel Vrabel		Started On: 04/18/2024 11:13 AM
Final Approval Date: 04/18/2024		

WORK AUTHORIZATION NO. ___1___

WILLIAMSON COUNTY Road & Bridge PROJECT: LIBERTY HILL BYPASS: WEST AND EAST SEGMENTS

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated March 19, 2024 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Austin Survey Company, LLC dba Inland Geodetics (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying 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 $85,155.00.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective **April 10, 2024** and shall terminate on **June 25, 2024**. The Surveying 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. Surveyor 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 Surveyor 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 Surveyor.

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

Continued next page

EXECUTED this _____.

SURVEYOR:

Austin Survey Company LLC

dba Inland Geodetics

By: Francisco Rivera
Signature

Francisco Rivera
Printed Name

President
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 7:17 pm, Apr 17, 2024

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR LIBERTY HILL BYPASS: WEST AND EAST SEGMENTS

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Surveyor, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

4. Provide timely reviews and decisions necessary for the Surveyor to maintain the project work schedule. Review recommendations offered by the Surveyor, progress of work, and final acceptance of all documents.

5. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

6. Assist with coordination between the Surveyor and the County's other consultants.

7. Facilitate resolution of any refusals to grant ROE and/or communication with landowners, who are hostile with respect to completion of the WA.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR
FOR LIBERTY HILL BYPASS: WEST AND EAST SEGMENTS

PROJECT DESCRIPTION

Project Limits

Liberty Hill Bypass West: The project limits are from SH 29 (west of Liberty Hill High School) to RM 1869, an approximate length of 2.5 miles.

Liberty Hill Bypass East: The project limits are from Bagdad Road (CR 279) to SH 29, an approximate length of 1.8 miles.

Existing Facility

Liberty Hill Bypass West: This new alignment road will tie into existing SH 29 on the west end and existing RM 1869.

Liberty Hill Bypass East: This new alignment road will tie into existing Liberty Hill Bypass / Bagdad Road intersection on the west end and existing SH 29 on the east end.

Proposed Facility

The proposed facility is a new 2-lane road with shoulders, turn lanes, and new intersections, that will serve as a future frontage road of the SH 29 / Liberty Hill Bypass. The Liberty Hill Bypass Central segment is currently under construction between FM 1869 and Bagdad Road. The proposed ROW is 300 feet.

1. PROJECT MANAGEMENT

   a. COMMUNICATION:

      - Designate one Registered Professional Land Surveyor (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (2 month assumed):

      - Submit monthly progress status reports to the GEC. Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be

incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

- Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

- Prepare a project specific QA/QC plan and submit to the County within ten (10) days of notice to proceed.

- For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.

- Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. PROJECT COORDINATION & ADMINISTRATION:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Surveyor's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

e. PROGRESS/COORDINATION MEETINGS (2 external meetings assumed):

- Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.

- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

f. PROJECT SCHEDULE:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

g. PROJECT DOCUMENTS/FILES:

- All contract documents, including native files, shall be turned over to the County at each milestone and at the completion of the project or as requested. Documents shall be posted to the County's project management database.

h. DELIVERABLES:

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan within 10 days of notice to proceed
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

2. SURVEYING

a. RIGHT OF ENTRY (ROE) (**up to 35** letters assumed):

- Surveyor shall attempt to obtain ROE for **up to 35** potentially impacted properties for the purpose of completing control points, upon approval from GEC. Prepare and mail the ROE letters per the County's standard. The Surveyor anticipates that Williamson County will facilitate the resolution of any refusals to grant ROE and/or communications with landowners who are hostile with respect to the completion of this scope of services. The Surveyor will document any interactions with landowners while performing the work.

b. FIELD SURVEYING:

- Surveyor will locate existing control established for the Liberty Bypass Central project that is currently under construction and reconcile any discrepancies found.

- Establish horizontal and vertical control and set temporary benchmarks.

    1. Approximately 11 pairs of control monuments (or 22 individual monuments) will be established at 0.5-mile intervals throughout the project site.

        a. The control monuments will consist of a 24-inch length by 5/8-inch diameter iron rod set with an aluminum control cap stamped WILLIAMSON COUNTY and the associated control number.

    2. Approximately 14 temporary benchmarks will be established at approximately 1000-foot intervals throughout the project site.

        a. The temporary benchmarks will consist of 18-inch length by 1/2-inch diameter iron rods with yellow plastic control caps stamped "INLAND CONTROL".

    3. Levels will be run between control monuments and temporary benchmarks.

- Surveyor will set control in publicly accessible rights-of-way where possible.

- Surveyor will prepare Survey Control Sheets

c. DELIVERABLES:

- ROE Letters, and Executed ROE Documents
- Mapping in 2-D and 3-D MicroStation Files (Grid or Datum)
- PDF of each Surveyor Project Notebook
- Survey Control Sheets

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR
FOR LIBERTY HILL BYPASS: WEST AND EAST SEGMENTS

Work shall begin immediately upon receipt of written Notice-to-Proceed on assigned tasks. Inland estimates the project completion within eight (8) weeks from NTP.

EXHIBIT C - WORK SCHEDULE								
Inland Geodetics								
Start Date	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
NOTE*	4/29/2024	5/6/2024	5/13/2024	5/20/2024	5/27/2024	6/3/2024	6/10/2024	6/17/2024
1. Project Management								
a. Communication								
b. Monthly Progress Reports, Invoices Billings								
c. QAQC Plan (within 10 day of NTP)								
d. Project Coordination & Administration								
e. Progress/Coordination Meetings								
f. Project Schedule								
g. Project Documents/Files								
h. Deliverables								
2. SURVEYING								
a. ROE								
b. Field Surveying								
Locate Established Control/Reconcile discrepancies								
Establish H&V Control, Set Temp BMs								
Data Processing								
Draft Control Sheets								
QAQC								
c. Deliverables								
ROE Letters, Executed ROE Docs								
Mapping CAD files (MicroStation)								
PDFs Surveyors Notebook								
Survey Control Sheet								
*Weather and right of entry dependent. Gaining ROE from all landowners in a timely manner will be critical in meeting deadlines for this project.								

SERVICE		1GPS	2 CREW	3 CREW	4 CREW	ADD CREW MEMBER	PM	RPLS	SEN TECH	TECH	LSLS	ADMIN	DIRECT	S REC.($per hour/Unit/H		CHICLES($per day/Unit/D		ATV's ($per day/Unit/Day		INDIRECT	TOTAL
RATE / HOUR		$125	$205	$285	$365	$80	$190	$175	$130	$110	$200	$75		# of Units	# of Hours	# of Units	# of Days	# of Units	# of Days		
1. Project Management													$ -							$ -	$ -
a. Communication							2 HRS	1 HRS				1 HRS	$ 630.00							$ -	$ 630.00
b. Monthly Progress Reports, Invoices Billings	1 Month						6 HRS	3 HRS				3 HRS	$ 1,890.00							$ -	$ 1,890.00
c. QAQC Plan							2 HRS	1 HRS				1 HRS	$ 630.00							$ -	$ 630.00
d. Project Coordination & Administration							2 HRS	1 HRS					$ 555.00							$ -	$ 555.00
e. Progress/Coordination Meetings	2 Meetings						2 HRS	1 HRS					$ 555.00							$ -	$ 555.00
f. Project Schedule							2 HRS	1 HRS				1 HRS	$ 630.00							$ -	$ 630.00
g. Project Deouments/Files							2 HRS	1 HRS				1 HRS	$ 630.00							$ -	$ 630.00
h. Deliverables							2 HRS	1 HRS				1 HRS	$ 630.00							$ -	$ 630.00
													$ -							$ -	$ -
1. Project Management		0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	20 HRS	10 HRS	0 HRS	0 HRS	0 HRS	8 HRS	$ 6,150.00		0 HRS		0 DAYS		0 DAYS	$ -	$ 6,150.00
2. SURVEYING													$ -							$ -	$ -
a. ROE	35 Land Owners						9 HRS					8 HRS	$ 2,310.00							$ -	$ 2,310.00
b. Field Surveying												2 HRS	$ 150.00							$ -	$ 150.00
Locate Established Control/Reconcile descrpancies		32 HRS	20 HRS	54 HRS				1 HRS					$ 23,665.00							$ -	$ 23,665.00
Establish H&V Control, Set Temp BMs	22 CPs, 14 TBMs	56 HRS	32 HRS	80 HRS				1 HRS					$ 36,535.00							$ -	$ 36,535.00
Data Processing							1 HRS		10 HRS				$ 1,490.00							$ -	$ 1,490.00
Draft Control Sheets							1 HRS	1 HRS	10 HRS				$ 1,665.00							$ -	$ 1,665.00
QAQC							1 HRS	2 HRS	12 HRS				$ 2,100.00							$ -	$ 2,100.00
c. Deliverables							2 HRS	6 HRS					$ 1,430.00							$ -	$ 1,430.00
ROE Letters, Executed ROE Docs									35 HRS			1 HRS	$ 4,625.00							$ -	$ 4,625.00
Mapping CAD files (Microstation									17 HRS			1 HRS	$ 2,285.00							$ -	$ 2,285.00
PDFs Surveyors Notebook									10 HRS			1 HRS	$ 1,375.00							$ -	$ 1,375.00
Survey Control Sheet									10 HRS			1 HRS	$ 1,375.00							$ -	$ 1,375.00
													$ -							$ -	$ -
2. SURVEYING		88 HRS	52 HRS	134 HRS	0 HRS	0 HRS	14 HRS	11 HRS	104 HRS	0 HRS	0 HRS	14 HRS	$ 79,005.00		0 HRS		0 DAYS		0 DAYS	$ -	$ 79,005.00
SUB-TOTAL		88 HRS	52 HRS	134 HRS	0 HRS	0 HRS	34 HRS	21 HRS	104 HRS	0 HRS	0 HRS	22 HRS	$ 85,155.00	TOTAL	0 HRS	TOTAL	0 DAYS	TOTAL	0 DAYS	$ -	$ 85,155.00
REIMBURSABLE ITEMS																					$ -
REIMBURSABLE SERVICES																					$ -
ESTIMATED FEE		$11,000	$10,660	$38,190	$0	$0	$6,460	$3,675	$13,520	$0	$0	$1,650			$0		$0		$0		$ 85,155.00

Commissioners Court - Regular Session **19.**

Meeting Date: 04/23/2024

Williamson County MUD No 56

Submitted For: Robert Daigh **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Williamson County Municipal Utility District No. 56 of Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TCEQ letter - WC MUD No 56

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/18/2024 01:04 PM
Form Started By: Adam Boatright		Started On: 04/18/2024 11:53 AM
Final Approval Date: 04/18/2024		

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512.943.1100
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APRIL 23, 2024

OFFICE OF THE CHIEF CLERK
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
MC-105, TCEQ
P.O. BOX 13087
AUSTIN, TX 78711-3087

RE: WILLIAMSON COUNTY MUD NO. 56
TCEQ INTERNAL CONTROL NO. D-02122024-014
CN: 606229912 RN: 111906376

To Whom It May Concern:

Williamson County writes in response to your notice dated March 27, 2024, copy attached, regarding the submission of a petition for the creation of the above-referenced Williamson County MUD No. 56 of Williamson County ("District"). The County opposes the creation of the proposed District unless certain conditions are met.

The County is requesting a contested case hearing.

The County understands that this is a formal protest proceeding and tenders its opinion, findings, conclusions, and any other information that would assist the TCEQ.

The County has authority over various functions – including but not limited to transportation, emergency services, and health and safety – that may be affected by the creation of the District and that the petition fails to take into account. See, e.g., Tex. Local Gov't Code §§ 232.001-.011 (county authority for road construction in subdivisions as well as other subdivision regulations); Tex. Local Gov't Code § 251.003 (county order and rulemaking authority for roads); Tex. Local Gov't Code, Chapter 233, Subchapter C (fire code in unincorporated areas); Tex. Local Gov't Code, Chapter 232, Subchapter E (infrastructure planning provisions in certain urban counties); Texas Local Gov't Code, Chapter 233, Subchapter B (building and set back lines); Tex. Local Gov't Code, Chapter 233, Subchapter E (fire code in unincorporated area); Tex. Local Gov't Code, Chapter 418 (emergency management); Tex. Transp. Code § 251.016 (general control over roads, highways and bridges); Tex. Transp. Code, Chapter 254 (drainage on public roads). Thus, the County has statutory authority under state law over numerous issues contemplated by this petition and is, therefore, an affected person. 30 Tex. Admin. Code § 55.256(b).

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For example, the County notes that, in your notice item (4), the District seeks traditional road powers including:

> "(4) design, acquire, construct, finance, improve, operate, and maintain macadamized, graveled, or paved roads, or improvements in aid of those roads; and (5) provide such other facilities, systems, plants, and enterprises as shall be consonant with the purpose for which the proposed District is created."

However, the District does not state that it will not convey the road, particularly the maintenance, to the County without limitation. Considering the recent legislative changes outlined below, the County no longer accepts roads from newly created MUDs into the County's maintenance system without a corresponding obligation of the MUD to maintain the road after a specified time period.

Since the 2017 and 2019 legislative sessions effectively ended unilateral annexations by cities, the fiscal burden of developmental control has fallen on counties in general. Historically in Williamson County, MUD creation included agreements between the County and the neighboring municipality that would lead to annexation of that MUD by the municipality after a stated time period, thus limiting the financial exposure of the County in relation to the MUDs. Now however, despite this legislatively created increase in financial exposure to the County by limiting the ability of cities to annex MUDs, the current tax laws cap county tax rates to such a degree that the ability to address growth by counties is severely hampered. Because of these fiscal constraints, new residents of the County, such as those residing in this proposed District, should not shift the cost of development onto the current residents and the County's position and recommendation is that the proposed District help bear the continued cost of its development. This is consistent with recent efforts by the County to share costs between the County and legislatively created MUDs through the enacting legislation and/or Consent and Development Agreements.

For legislatively created MUDs, Williamson County, with the help of Senator Schwertner, has addressed this increased fiscal burden on the County by successfully negotiating Consent and Development Agreements that provide cost sharing between the County, the property developer/owner, and the MUD. The following paragraphs include standard terms in these agreements that the County argues should also apply to the TCEQ created MUDs for equity and public health and safety.

ROADS

The County has adopted a Long-Range Transportation Plan ("LRTP") which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The County request that the Owner will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way required for any roads which are shown within the boundaries of the Land as Corridor Projects in the LRTP within either 30 days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or directly adjacent to the Land.

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Furthermore, the Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way required for any roads which are shown within the boundaries of the Land as arterial roadways ("Arterial(s)") in the LRTP. The County agrees that it or another governmental entity will be responsible for the design and construction of any Corridor Project and paying the cost for same. Commencing upon the tenth (10th) anniversary date from the date the County provisionally accepted a Subdivision Road, the District shall be solely responsible for any maintenance, repair or reconstruction or both of any Subdivision Road.

LAW ENFORCEMENT

Pursuant to the authority set forth in Section 49.216 of the Texas Water Code, the District and the County shall negotiate in good faith the terms of a contract pursuant to which the District shall provide funding to the County for the incremental costs incurred by the County for law enforcement services in that portion of the Land located in the County, including the costs of additional personnel, vehicles and equipment associated with the provision of law enforcement services to the Land within the County. Funding shall include per law enforcement position cost for compensation, benefits, vehicles and equipment, as kept by the Williamson County Budget Office. Owner and District acknowledge that any such funding would be used to enhance law enforcement services in Williamson County, as well as in, on and around the Land. Furthermore, the provision of such funding will not mandate or require County to designate, allocate or assign specific law enforcement personnel, vehicles, equipment or services to areas of the Land and that any additional County law enforcement personnel, vehicles, equipment or services funded by District will be assigned countywide. Owner and District understand and agree the County shall not be required to increase its budget for additional law enforcement personnel, vehicles, equipment and services in the event the County does not receive appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to do so.

FIRE AND EMS SERVICES

Pursuant to the authority set forth in Section 49.351 of the Texas Water Code, the District and the County shall negotiate in good faith the terms of a contract to provide for fire- fighting and emergency medical services within the District including providing for necessary buildings, facilities, land, and equipment for such services. As necessary to implement any such contract, the District shall develop a plan that describes the contract, including a presentation of the financial requirements under the contract, submit such contract to the Texas Commission on Environmental Quality for approval, and conduct an election for approval of the plan and financing, all in accordance with the requirements of Section 49.351(g)-(i) of the Texas Water Code.

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Owner and the County agree to negotiate in good faith the terms of one or more agreements pursuant to which the Owner shall convey, or cause to be conveyed, to the County by special warranty deed one or more sites within the Land for establishment of necessary buildings for fire and/or emergency medical services at no cost to the County. The agreement(s) will set forth terms for timing of conveyance, identification of site(s) that do not materially impair development of the Land, and may provide for funding of construction of the buildings by Owner.

ANIMAL CONTROL SERVICES

The District and the County shall negotiate in good faith the terms of a contract pursuant to which the District will provide funding for the incremental costs incurred by the Williamson County Regional Animal Shelter for providing animal control services to that portion of the Land located in the County. For future planning purposes in relation to a contract to be executed between the County and District, the Parties acknowledge the firm of Jackson & Ryan Architects prepared a Capacity Study, dated December 4, 2014 that cites that seven (7) cats and ten (10) dogs are attributed to every one-thousand (1,000) individuals, or 370 homes. As of the Effective Date of this Agreement, the average cost to provide shelter and care at the Williamson County Regional Animal Shelter is approximately $500.00 per animal. Based on the abovementioned Capacity Study and current cost estimations and projections, for every 370 homes constructed in the Land, the District would pay to the Williamson County Regional Animal Shelter for shelter and care of cats and dogs the amount of $185,000.00. The Parties acknowledge the Capacity Study is a 2014 study and that the average cost to provide shelter and care per animal at the Williamson County Regional Animal Shelter is based on current day estimates and projections. Thus, the actual cost to provide shelter and care per animal at the Williamson County Regional Animal Shelter may be different than such estimates and projections; and that these amounts are only being provided for future planning purposes.

Additionally, MUDs will place an even greater burden on law enforcement, emergency medical, fire and animal control services that are already very strained in the county and that, not only will the health and safety of the residents of the developer's MUD be affected, all other residents that the county provides such services will also be affected. The first MUD came in 1974 and in the last 10 years the number of MUDs has almost doubled versus the previous 38 years, growing from 41 MUDs to 80 and acreage has increased by 15,620 acres (72% increase) in the last 10 years. In the last 20 years the numbers of MUDs have grown by 627% (from 11 to 80 MUDs) and acreage has grown by 319% (8,926 to 37,373 acres). The burden is too great on the County without the long- term commitment of the MUDS to also bear the burden of growth on the services normally provided by cities and now attempting to be shifted to the County.

In conclusion, the County believes that all MUDs created within the County should have the same or similar provisions regardless of whether it is created by the Legislature or created by the TCEQ. Therefore, the provisions required in either the legislation or Consent and Development Agreements should also be included in a TCEQ created MUD, thus allowing all County residents, especially those living in MUDs, to be treated fairly and equally.

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Therefore, as referenced above, the County opposes the creation of this MUD and requests a contested case hearing.

Sincerely,

Bill Gravell, Jr.
Williamson County Judge

Enc.

Commissioners Court - Regular Session **20.**

Meeting Date: 04/23/2024

2023 Annual Comprehensive Financial Report and the Popular Annual Financial Report

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive, review and discuss the 2023 Annual Comprehensive Financial Report and the Popular Annual Financial Report. Only if necessary, take action regarding the same.

Background

This presentation will be made by Julie Kiley, County Auditor, and Rebecca Goldstein, Partner with Weaver and Tidwell.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 Williamson County Governance Letter

2023 Annual Comprehensive Financial Report

2023 Popular Annual Financial Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/03/2024 11:21 AM
Form Started By: Ganae Hempe		Started On: 04/02/2024 01:22 PM
Final Approval Date: 04/03/2024		

weaver
Assurance • Tax • Advisory

March 26, 2024

To Management and the Honorable Commissioners Court
Williamson County, Texas
710 Main Street
Georgetown, Texas 78626

We have audited the basic financial statements of Williamson County, Texas (the County) as of and for the year ended September 30, 2023 and have issued our report thereon dated March 26, 2024. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated July 17, 2023, our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the County solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team and our firm has complied with all relevant ethical requirements regarding independence.

With respect to any nonaudit/nonattest services we perform as previously communicated to you in the engagement letter, the County acknowledges and understands that the County has the responsibility for (a) making all management decisions and performing all management functions; (b) assigning an individual with suitable skills, knowledge, and experience to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Such nonaudit/nonattest services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Audit Standards*.

Significant Risks Identified as part of our Due Diligence

As part of our due diligence in planning the audit, we have identified the following significant risks:

- Improper revenue recognition – there is a rebuttable presumption that a significant risk of fraud exists associated with revenue in all audits. We have identified a significant risk of fraud related to the existence, valuation, and cutoff of certain revenue streams due to the potential incentive and ability to manipulate revenue recognition, particularly for tax and grant revenue recognition.

- Management override of internal controls, which includes the risk related to improper or unauthorized recording of journal entries.

Identification of significant risks is part of our due diligence during our audit process. These risks were addressed by walking through controls in each respective area and performing substantive detail testing and analytical testing of transactions. Based on the test work performed in these areas, no material misstatements or significant deficiencies or material weaknesses in internal controls were found.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies
Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the County is included in Note 2 to the financial statements. As described in Note 2 to the financial statements, during the year, the County changed its method of accounting for subscription contracts by adopting Governmental Accounting Standards Board (GASB) Statement No. 96, *Subscription-based Information Technology Arrangements* (GASB 96). Accordingly, the effect of the account change has been reported as a restatement of capital assets and long-term liabilities as of the beginning of the fiscal year.

No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates
Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are management's estimate of the net pension liability, other post-employment benefits (OPEB) liability, and allowance for doubtful accounts. The net pension liability is obtained from Texas County and District Retirement System (TCDRS) through a report prepared for the County by TCDRS consulting actuary in compliance with GASB 68. Information regarding the County's OPEB liability is obtained through a report prepared for the County by an independent consulting actuary in compliance with GASB 75. Lastly, the allowance for doubtful accounts for receivables is based on historical collections and aging of the receivables balance. We evaluated the key factors and assumptions used to develop these estimates and determined that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures
The financial statement disclosures are neutral, consistent, and clear.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit.

The attached schedule summarizes uncorrected financial statement misstatements whose effects in the current and prior periods as determined by management are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and each applicable opinion unit.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole or applicable opinion units

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the County's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the representation letter dated March 26, 2024.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the County, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the County's auditors.

Other Information in Documents Containing Audited Financial Statements

Pursuant to professional standards, our responsibility as auditors for other information in documents containing the County's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, with respect to the supplementary information accompanying the financial statements, we made certain inquiries with management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying records used to prepare the financial statements or to the financial statements themselves.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

Modification of the Auditor's Report

We have made the following modification to our auditor's report:

An emphasis of matter paragraph was included regarding the implementation of GASB 96, as described above. Our opinions are not modified with respect to this matter.

This report is intended solely for the information and use of the Commissioners' Court and management of the County and is not intended to be and should not be used by anyone other than these specified parties.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Austin, Texas

Schedule of Uncorrected Misstatements

Account	Description	Debit	Credit
Proposed Journal Entries			
Proposed Journal Entries JE # 3001			
to correctly state NPL and related deferred inflows/outflows due to other entities			
0906-00-2605	Deferred Inflows of Resources - Pension	7,893,806	
0906-00-1705	Deferred Outflows of Resources - Pension Contributions	3,720,123	
0906-00-2540	Net Pension Liability		6,469,500
0906-GG-6146	Pension Expense		5,144,429
Total		**11,613,929**	**11,613,929**
Proposed Journal Entries JE # 3002			
to adjust beginning net position for contributed projects incorrectly deferred in prior year.			
0901-00-3900	Unrestricted Net Position	4,943,368	
0901-TS-6649	Expense - Deferred Contributions		4,943,368
Total		**4,943,368**	**4,943,368**
Proposed Journal Entries JE # 3003			
Proposed Journal Entry to correct error made in improper exclusion in Accounts Payable			
0200-0210-004100	PROFESSIONAL SERVICES	341,279	
0200-0000-202011	A/P LIABILITY AUDIT ADJ		341,279
Total		**341,279**	**341,279**

Williamson County, Texas

Annual Comprehensive Financial Report
For the Fiscal Year Ended September 30, 2023

Williamson County, Texas
Annual Comprehensive Financial Report
Fiscal Year Ended September 30, 2023
Principal Officials

County Judge	Bill Gravell Jr.
Commissioner, Precinct 1	Terry Cook
Commissioner, Precinct 2	Cynthia Long
Commissioner, Precinct 3	Valerie Covey
Commissioner, Precinct 4	Russ Boles
County Auditor	Julie M. Kiley
Tax Assessor-Collector	Larry Gaddes
County Clerk	Nancy Rister
County Attorney	Doyle “Dee” Hobbs
County Treasurer	D. Scott Heselmeyer
District Clerk	Lisa David
District Attorney	Shawn Dick
Sheriff	Mike Gleason

Official Issuing Report
Julie M. Kiley
County Auditor

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Williamson County, Texas

Annual Comprehensive Financial Report
Fiscal Year Ended September 30, 2023
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Introductory Section

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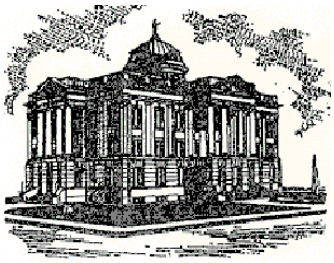


AUDITOR'S OFFICE
Williamson County Courthouse
710 Main Street, Suite 301
Georgetown, Texas 78626
Phone: 512/943-1500
Fax: 512/943-1567

March 26, 2024

The Honorable District Judges
Betsy Lambeth, 425th Judicial District
Donna King, 26th Judicial District
Stacey Mathews, 277th Judicial District
Sarah Bruchmiller, 368th Judicial District
Ryan D. Larson, 395th Judicial District
Scott K. Field, 480th Judicial District

The Honorable Commissioners Court, Williamson County, Texas
Bill Gravell Jr., County Judge
Terry Cook, County Commissioner, Precinct 1
Cynthia Long, County Commissioner, Precinct 2
Valerie Covey, County Commissioner, Precinct 3
Russ Boles, County Commissioner, Precinct 4

The Citizens of Williamson County

District Judges, Commissioners Court and Fellow Citizens:

State law requires that all general-purpose local governments publish, within six months of the close of each fiscal year, a complete set of financial statements presented in conformity with Generally Accepted Accounting Principles (GAAP) and audited in accordance with generally accepted auditing standards, by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby issue the Annual Comprehensive Financial Report of Williamson County for the fiscal year ended September 30, 2023.

The County Auditor has oversight of all financial records of the county. It is the County Auditor's responsibility to prescribe the systems and procedures for handling the finances of the county, certify available funds for the county budget, and examine, audit, and approve all disbursements from county funds prior to their submission to the Commissioners Court for approval. In addition, the County Auditor serves as the Chief Financial Officer for federal and state financial award programs, the Juvenile Service Department and for the Adult Probation Department.

This report consists of management's representations concerning the finances of Williamson County. Consequently, management assumes full responsibility for the completeness and reliability of the information presented in this report. To provide a reasonable basis for making these representations, management of Williamson County has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of Williamson County's financial statements in conformity with GAAP. The County Auditor's Office audits the following: all fee collecting offices; contracts; purchasing; payroll which is prepared by the departments; and all invoices/payments requested and approved by county departments. Williamson County's comprehensive framework of internal controls has been designed to cost effectively provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As financial management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

Williamson County's financial statements have been audited by Weaver and Tidwell, L.L.P., a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of Williamson County for the fiscal year ended September 30, 2023, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded that there was a reasonable basis for rendering an unmodified opinion that Williamson County's financial statements for the fiscal year ended September 30, 2023, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of Williamson County was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal and state grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and legal requirements involving the administration of federal and state awards. These reports are available in the last section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. Williamson County's MD&A can be found immediately following the report of the independent auditors.

Profile of the Government

Williamson County, organized in 1848, is in the central part of the state, and one of the top growth areas in the State and in the Country. Williamson County currently occupies a land area of 1,135 square miles and serves an estimated population of 671,418.

Williamson County is a political subdivision of the State of Texas. The County is empowered to levy a property tax on both real and personal properties located within its boundaries. This levy provides 80% of the revenue for the General Fund and 99% of the revenue for the Debt Service Fund. The County has no legislative powers and has restrictive judicial and administrative powers. The governing body of the County is a five member Commissioners Court. The County Judge is the chairperson of the court and Commissioners from each of the four precincts are also members. The Court has only such powers as are conferred upon it by the Constitution and the laws of the State, or as may be hereafter prescribed. None has the authority to act on their own but must act only as a whole.

Williamson County provides essential things that make our communities livable: roads and bridges, public improvements, juvenile detention and education, law enforcement and corrections, a court system to protect our legal rights, secure storage of important public records, and protection against threats to public health, to include providing health care to the indigent. Williamson County, beyond the Texas Constitutional requirements, also provides parks and emergency medical services that add to the quality of life for residents.

In accordance with Local Government Code Chapter 111, Commissioners Court has appointed a Budget Officer. The Budget Officer is responsible for preparing a county budget for the fiscal year. In preparing and monitoring the budget, the Budget Officer may require the County Auditor or other district, county, or precinct officers of the county to provide information necessary for the budget officer to properly prepare or monitor the budget. The budget must be itemized to make possible a comparison between the proposed expenditures and the expenditures of the preceding year. The budget must show as definitively as possible or with reasonable accuracy, the purpose of each expenditure and the amount of money to be spent.

By statute, the County Auditor is solely responsible for projecting the revenues for the County. Once these processes are complete, the Budget Officer files a copy of the proposed budget with the County Clerk. The Commissioners Court holds a public hearing on the proposed budget, and any County taxpayer may attend and participate in the hearing. Upon conclusion of the public hearing, the Commissioners Court acts on the proposed budget. The Commissioners Court may make changes in the proposed budget that it considers warranted by law and required by the interest of the taxpayers.

The Commissioners Court may levy taxes only in accordance with the budget. After final approval of the budget, the Commissioners Court must file the budget with the County Auditor and County Clerk and spend county funds only in strict compliance with the budget, except in an emergency.

The Commissioners Court may authorize an emergency expenditure as an amendment to the original budget only in a case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget using reasonably diligent thought and attention. If the Court amends the original budget to meet an emergency, it must file a copy of the order amending the budget with the County Clerk, who attaches the copy to the original budget.

The Commissioners Court, by order, may authorize line-item transfers between budgeted items within the same fund without authorizing an emergency expenditure.

State Law requires counties to adopt a budget before they adopt a tax rate. Chapter 26 of the Property Tax Code requires taxing units to comply with truth-in-taxation laws in setting their tax rates. This law has two purposes:

- to make the taxpayers more knowledgeable about tax rate proposals; and
- to afford taxpayers the opportunity or limit tax increases.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which Williamson County operates.

Local Economy: Williamson County is part of the Central Texas metropolitan area. The County's location on the I-35 corridor and close access to Austin, has fueled growth for many years. According to the U. S. Census Bureau, Williamson County's population was 671,418 in 2022. From 2012 to 2022, Williamson County's population grew by 47%, making it one of the fastest growing counties in the nation during that time. Last year, the County had the seventh largest population increase in the State. Williamson County's population is expected to grow to more than 1.6 million by 2050.

Williamson County's population growth is driven by its continual job growth and numerous businesses that have relocated or expanded in the area. Top employers in the area include Tesla, Dell, Amazon, IBM Corp., and Samsung. Many of these companies have relocated workforce and/or are expanding infrastructure in the area. Locally, the unemployment rate continues to remain low. The County's unemployment rate increased slightly from 2.8% in September 2022, to 3.7% in September of 2023. The rate was comparable to the national unemployment rate for September which also slightly increased from 3.5% in 2022, to 3.7% in 2023. The County's unemployment rate was lower than the rate for Texas of 4.1% as of September 2023. Job creation has caused many cities in the County to be some of the fastest growing cities in the nation. The U. S. Census Bureau ranked Georgetown the fastest and Leander the fourth fastest growing cities in the nation between July 2021 and July 2022. Both cities were ranked the fastest (Georgetown) and second fastest (Leander) for the prior year as well.

Overall, business incentives, a low tax rate, and the County's location have contributed to the growth. These factors have attracted new businesses to move or expand throughout the area. In Taylor, Samsung is in the construction phase of building a $17 billion semiconductor factory, which will be operational by the end of 2024. This project is the largest investment Samsung has made in the United States, and will continue to grow with a second semiconductor factory already breaking ground this year. The new project will be bigger than the initial factory and will invest billions more in the area. Tesla has also continued to expand locally, recently announcing an expansion in the city of Hutto. In 2023, Tesla employed over 12,000 workers in the area and expects that number to continue to grow. Development continues in Hutto's 1,400-acre "Megasite" as the city has dedicated $18 million for road improvements and other key infrastructure in the area. Within the site, PowerCampus Austin, a combined 3.9 million square foot data center project, could have phase one operational by the end of 2024.

Other developments include a $250 million joint venture project in Cedar Park called New Hope, which broke ground this year. The 95-acre project will include at least 430,000 square feet of industrial space, along with a possible 29,000 square foot of additional retail space. Two data centers are being developed off SH 45 in Round Rock. Sabey Data Center is investing approximately $190 million on a 40-acre tract of land that will include a new 535,000 square foot facility. Switch is also investing approximately $250 million on a 30-acre tract that is being developed to house multiple data center projects in the area. Once all the projected phases are completed, Switch will have over 2 million square feet of commercial space. Also in Round Rock, Amazon is in the process of having their 149-acre property rezoned for a massive new distribution center, which could also include a data center.

Expanding and improving medical facilities continues to be a priority in Williamson County. St David's Healthcare, already one of the largest employers in Williamson County, is investing almost $1 billion regionally to build three new hospitals and expand other existing medical facilities. The projects include a new 50,000 square foot hospital in Leander, which will be the city's first full-service hospital. Another major medical network, Ascension Seton Williamson Hospital, is adding a six story, 216,000 square foot building, that will add 400 more jobs to the area. Baylor Scott & White is also expanding in Round Rock, making a $220 million improvement to their Round Rock hospital. Overall, Williamson County continues to be one of the healthiest counties in Texas. In 2023, the County ranked the third healthiest county in the State.

New parks and recreation areas are also opening in Williamson County. River Ranch County Park, a 1,354-acre Williamson County owned park, opened this year and has over 20 miles of hiking and equestrian trails. In addition, the park has various campsites, and a 4,800 square foot Interpretive Center where visitors can learn about the history of the area. In Georgetown, the third phase of the city's San Gabriel Park renovations broke ground this year, which will make $7.5 million in improvements to the park. Prior to the renovations, the park hosted approximately 30,000 concert goers for the inaugural Two Step Inn Festival. As part of the festival, Georgetown Parks and Recreation Department will receive approximately $1.2 million for park improvements and scholarship programs. Next year, the festival plans to host 35,000 attendees. The Sports Business Journal also ranked Austin as the number two best city in the State for sports, and 23rd best in the United States. The ranking is substantiated by having a minor league ballpark in Round Rock, the Circuit of the Americas track on the outskirts of town, and the Austin FC soccer team based locally.

New housing, building permits, and new roads also demonstrate the growth in Williamson County. Though high interest rates have slowed home sales, new housing developments are being started all over the County. Nolina, a 524-acre development in Georgetown, is bringing a projected 1,341 homes to the area. The project includes residential, rental, and commercial properties, and resort style amenities. In North Williamson County, DMB Development LLC has started the development for over 7,000 acres of land that is located in both Williamson County (1/3) and Bell County (2/3). If built out to completion, the development would add 12,000 to 14,000 new homes to the area. In Georgetown, ICON, a construction technology company, partnered with Lennar, a local home builder, to create the largest 3-D printed home community in the world. The 100-home community started selling homes this year and anticipates being completed and sold out by next year. Mustard Seed Village, Round Rock's first tiny home community, finished construction this year, and leased out all 28 affordable housing units within weeks of completion. In Cedar Park, the High Ridge Development was approved by the city to develop almost 500 acres of land in the area. The development includes 4,000 homes, hotel space, over 3 million square feet of space for civil or commercial developments, and 50 acres dedicated for parks/green space.

Long-Term Financial Planning: In November 2013, Williamson County voters approved $275 million in road construction and improvement bonds and $40 million in park bonds. The $275 million General Obligation Road Bond projects spent $11.9 million in Fiscal Year 2023 on engineering and construction for various roadways such as Great Oaks Bridge ($5.6M), University Blvd ($1.7M), and $2.3M for future right of way. In Fiscal Year 2023, the $40 million General Obligation Park Bonds spent $620,000 on design and construction on various projects such as the River Ranch County Park, Interpretive Center, and Expo concession and restrooms.

In November 2019, Williamson County voters approved $412 million in road construction and improvement bonds and $35 million in park bonds. In February 2020, the County sold $300 million of the road bonds and the entire $35 million of the park bonds. In July 2022, the County sold an additional $112 million of road bonds. During fiscal year 2023, the $412 million General Obligation Road Bond spent $161 million on design, engineering, and construction of various road bond projects such as FM 3349 at US 79 Interchange ($29M), CR 401/404 improvements ($16M), RM 2243 ($16M),CR 111/Westinghouse Road ($9M), Samsung Highway ($9M), Liberty Hill Bypass ($9M), CR 366 Widening ($8.3M), and CR 404 Realignment ($8.1M). In fiscal year 2023, the $35 million General Obligation Park Bond spent $5.7 million on design and construction for various projects such as improvements to the River Ranch County Park ($3.9M) and the YMCA pedestrian bridge at Twin Lakes Park.

Williamson County has also partnered with other entities to complete various road bond projects including: the city of Round Rock on University Blvd, the city of Georgetown on CR 111 (Westinghouse) Phase 1, TXDOT on FM 3349 at US 79, the city of Cedar Park on New Hope Drive, and the city of Taylor on CR 401.

In May 2015, Williamson County issued $59,645,000 in Certificates of Obligation (2015 CO) to build County facilities and buildings. In Fiscal Year 2023, the 2015 CO bond spent a total of $377,000. The bond funds were spent towards the Juvenile Justice Center Records room remodel, jail renovations, and the new District Court.

In August 2021, the Williamson County Commissioners Court approved the sale of Limited Tax Notes, Series 2021 in the amount of $200 million. The sale of the notes was primarily for a new administration building, a Juvenile Justice Center addition, and right of way. During Fiscal Year 2023, the $200 million Limited Tax Notes spent a total of $19 million on various items such as right of way purchases ($16M), and design work on the Juvenile Justice Center addition ($1.4M) and administration building ($1M).

In March 2023, the Williamson County Commissioners Court approved the sale of Limited Tax Notes, Series 2023 in the amount of $150 million. The sale of the notes was primarily to fund the balance of the Juvenile Justice Center addition, construction of roads and right of way needs. During Fiscal Year 2023, a total of $8.7 million was spent on right of way purchases.

Relevant Financial Policies

Financial Policy: The Williamson County Commissioners Court ensures financial stability within county government by adopting proactive, responsible policies that allow the County to respond to growth and infrastructure needs while maintaining a high standard of county-provided services. The Financial Policy guides Commissioners Court as they evaluate funding decisions for future county services. The Court will continue to identify early opportunities to reprioritize projects and investments and adjust strategies where necessary.

Debt Management Policy: This policy has been adopted to provide a conceptual framework for the issuance and management of debt. It recognizes the capital improvement needs of a growing county and the need to balance the taxpayer's ability to pay. The County will consider various factors before the issuance of debt and take a prudent approach.

Fund Balance Policy: The County has adopted a policy to maintain an appropriate level of fund balance. The level of the Unassigned Fund Balance for the General fund shall not be less than 35% of total General Fund budgeted expenditures.

County Investment Policy: The objectives of the County's investment policy are to match the suitability of investments to financial requirements; achieve safety of principal; maintain liquidity; diversify the portfolio by investment type, issuer, and maturity sector; and to seek the highest possible yield within policy and cash flow constraints. The policy adheres to the statutory requirements of Local Government Code 116.112(a) and /or Title X, Chapter 2256, Section 2556.005 (f) and (g) of the Texas Government Code.

The conservative fiscal stewardship and County policies contributed to the affirmation of the County's bond rating of AAA by Standard & Poors and Fitch Ratings throughout 2023. These ratings enable the County to have lower interest rates when issuing bonds resulting in substantial savings to the taxpayers.

Special Recognition and Appreciation: Traditionally the Auditor's Office recognizes an individual or individuals who have significantly contributed to our efforts to maximize efficiencies within Williamson County. This year, we would like to recognize Julie Wassink for her hard work and dedication to the County. As a Systems Administrator for the Information Technology Services department, Julie actively works with the Auditor's Office to facilitate technology updates, provide support, and improve manual processes by converting them into more efficient automated processes. Recently, she helped create a new paperless expense reimbursement workflow for County employees that streamlined processes in our office. Julie is great to work with, quick to respond, and does excellent work. Her support to the County Auditor's office and many other departments around the County, make her an invaluable asset to Williamson County.

Awards and Acknowledgements

Annual Comprehensive Financial Report: The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to Williamson County for its Annual Comprehensive Financial Report for the fiscal year ended September 30, 2022. This was the 31st consecutive year that the County has achieved this prestigious award. To be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized Annual Comprehensive Financial Report. This report must satisfy both Generally Accepted Accounting Principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe that our Annual Comprehensive Financial Report for fiscal year 2023 continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate. A copy of this report can be found on the County website at www.wilcotx.gov.

Popular Annual Financial Report: The Government Finance Officers Association of the United States and Canada (GFOA) has given an Award for Outstanding Achievement in Popular Annual Financial Reporting to Williamson County for its Popular Annual Financial Report (PAFR) for the fiscal year ended September 30, 2022. This was the 18th consecutive year that the County has achieved this award. The Award for Outstanding Achievement in Popular Annual Financial Reporting is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government popular reports. To receive this award, a government unit must publish a Popular Annual Financial Report, whose contents conform to program standards of creativity, presentation, understandability, and reader appeal. To be eligible for the award, a government must submit its annual comprehensive financial report to GFOA's Certificate of Achievement for Excellence in Financial Reporting Program and receive the certificate for the current fiscal year. An Award for Outstanding Achievement in Popular Annual Financial Reporting is valid for a period of one year only. We believe that our popular annual financial report for fiscal year 2023, which will be submitted to the GFOA, continues to conform to the Popular Annual Financial Reporting requirements. A copy of this report can also be found on the County website at www.wilcotx.gov.

This financial report is possible because of the efficient and dedicated service of the audit team of Weaver and Tidwell, L.L.P. In addition, allow me to express my appreciation to the Commissioners Court and the Audit Committee for their interest and continued support and for the responsive and progressive way they support the financial position and operations of the County. Also, I am grateful to all elected officials and employees concerning all matters related to the operation of this office during the past year and for their efforts toward improving County business.

Respectfully submitted,

Julie M. Kiley, CPA
County Auditor

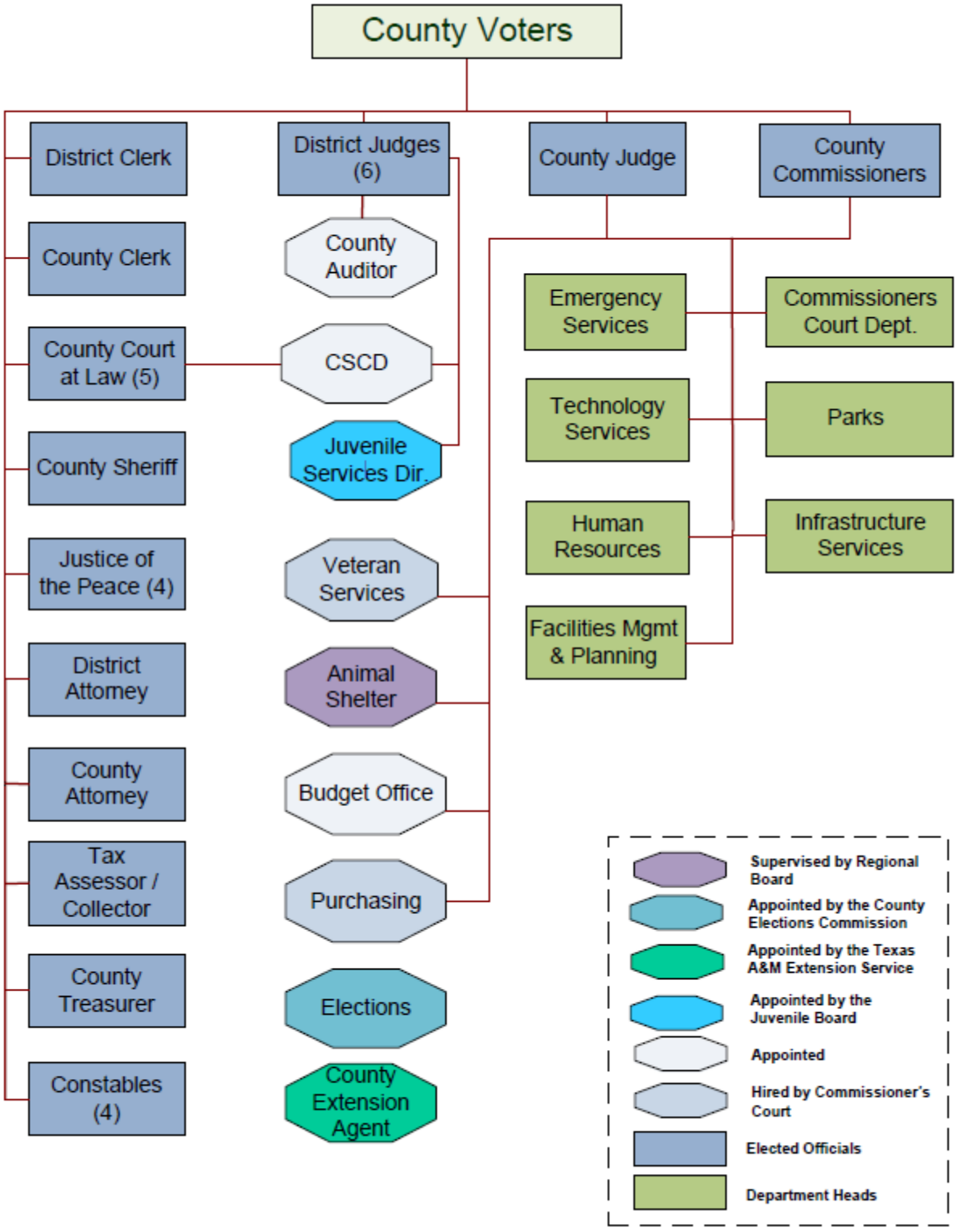
Williamson County, Texas

Fiscal Year Ended September 30, 2023

Officials*

Title	Name
Judge, 26th Judicial District Court	Donna King
Judge, 277th Judicial District Court	Stacey Mathews
Judge, 368th Judicial District Court	Sarah Bruchmiller
Judge, 395th Judicial District Court	Ryan D. Larson
Judge, 425th Judicial District Court	Betsy Lambeth
Judge, 480th Judicial District Court	Scott K. Field
County Auditor	Julie M. Kiley
County Judge	Bill Gravell, Jr.
Commissioner, Precinct 1	Terry Cook
Commissioner, Precinct 2	Cynthia Long
Commissioner, Precinct 3	Valerie Covey
Commissioner, Precinct 4	Russ Boles
Constable, Precinct 1	Mickey Chance
Constable, Precinct 2	Jeff Anderson
Constable, Precinct 3	Matthew Lindemann
Constable, Precinct 4	Paul Leal
County Clerk	Nancy Rister
Judge, County Court at Law No. 1	Brandy Hallford
Judge, County Court at Law No. 2	Laura Barker
Judge, County Court at Law No. 3	Doug Arnold
Judge, County Court at Law No. 4	John B. McMaster
Judge, County Court at Law No. 5	Will Ward
District Attorney	Shawn Dick
District Clerk	Lisa David
Justice of the Peace, Precinct 1	KT Musselman
Justice of the Peace, Precinct 2	Angela Williams
Justice of the Peace, Precinct 3	Evelyn McLean
Justice of the Peace, Precinct 4	Rhonda Redden
County Attorney	Doyle "Dee" Hobbs
Sheriff	Mike Gleason
Tax Assessor/Collector	Larry Gaddes
County Treasurer	D.Scott Heselmeyer
Budget Officer	Ashlie Holladay
Senior Director of Emergency Services	Chris Connealy
Elections Administrator	Judith Ritchie
Senior Director of Human Resources	Rebecca Clemons
Chief Information Officer	Richard Semple
Senior Director of Infrastructure	Robert Daigh
Senior Director of Facilities	Dale Butler
Senior Director of Parks	Russell Fishbeck
Purchasing Agent	Joy Simonton
Director of Veterans Services	Vacant
CSCD Director	Jameson Pennington
County Extension Service Agent	Katherine Hajda
Juvenile Services Director	Scott Matthew
Animal Services Director	Misty Valenta

Organizational Chart



Effective: 10/01/2022

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Williamson County
Texas

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2022

Christopher P. Morrill

Executive Director/CEO

Financial Section

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weaver
Assurance • Tax • Advisory

Independent Auditor's Report

To the Honorable County Judge,
and County Commissioners
Williamson County, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County (the County), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the County, as of September 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof and the budgetary comparison for the General Fund and Special Road and Bridge Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 2 to the basic financial statements, during the year ended September 30, 2023, the County implemented Governmental Accounting Standards Board (GASB) Statement No. 96, *Subscription-Based Information Technology Arrangements.* Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

The County's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

The Honorable County Judge,
and County Commissioners
Williamson County, Texas

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the Required Supplementary Information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The Honorable County Judge,
and County Commissioners
Williamson County, Texas

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The Combining and Individual Fund Statements and Schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. The Schedule of Expenditures of Federal and State Awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* and *State of Texas Grant Management Standards,* and is also not a required part of the basic financial statements.

The Combining and Individual Fund Statements and Schedules and the Schedule of Expenditures of Federal and State Awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining and Individual Fund Statements and Schedules and the Schedule of Expenditures of Federal and State Awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information Included in the Annual Comprehensive Financial Report

Management is responsible for the other information included in the Annual Comprehensive Financial Report ("ACFR"). The other information comprises the Introductory and Statistical Information Sections, as listed in the table of contents, but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in the report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 26, 2024 on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Austin, Texas
March 26, 2024

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Management's Discussion and Analysis

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Management's Discussion and Analysis

As management of Williamson County, we offer readers of the Williamson County financial statements this narrative overview and analysis of financial activities of Williamson County for the fiscal year ended September 30, 2023. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages ix through xv of this report.

Financial Highlights

- The assets and deferred outflows of Williamson County exceeded its liabilities and deferred inflows at the close of the fiscal year by $1.132 billion. Of this amount, $700.6 million is restricted for specific purposes such as: road and bridge, debt service, capital projects, and state and federal programs.

- As of the close of the current fiscal year, Williamson County's governmental funds reported combined ending fund balances of $905.7 million.

- The unassigned fund balance for the General Fund was $153.7 million, or 63.6% of total General Fund expenditures, down from 66.3% last year. The major factors for the variances in revenues and expenditures are explained later in the analysis.

- The County issued bonds, redeemed bonds, and defeased bonds this fiscal year. In May 2023, $137.2 million in Limited Tax Notes were issued. In August 2023, the County redeemed and defeased a portion of the Series 2015 Unlimited Tax Road Bonds and the 2015 Certificate of Obligations $30 million was deposited in an escrow account. The outstanding principal amount redeemed was $29.4 million.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to Williamson County's basic financial statements. The County's basic financial statements comprise three components: 1) government-wide financial statements; 2) fund financial statements; and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of Williamson County's finances in a manner similar to a private-sector business.

The Statement of Net Position presents information on all the County's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of Williamson County is improving or deteriorating.

The Statement of Activities presents information showing how the County's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes, debt payments, and earned but unused vacation leave).

In the Statement of Net Position and Statement of Activities, the County presents information of the primary government (governmental activities).

Governmental Activities – Most of the County's basic services are reported here, such as public safety, parks, and community services. Property taxes finance most of these activities.

The government-wide financial statements can be found on pages 23 and 24 of this report.

Fund Financial Statements. A fund is a grouping of related accounts used to maintain control over resources segregated for specific activities or objectives. The County, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All County funds can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of available resources, as well as on balances of unencumbered resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Williamson County maintains 57 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statements of revenues, expenditures, and changes in fund balances for the General Fund, Special Road and Bridge Fund, Debt Service Fund, Capital Project Fund, and Grants Fund, all of which are major funds. Data from the other 52 governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

Williamson County adopts an annual appropriated budget for its General Fund, certain Special Revenue Funds, and the Debt Service Fund. Budgetary comparison statements have been provided for the General Fund and Special Road and Bridge Fund to demonstrate compliance with these budgets.

The basic governmental fund financial statements can be found on pages 25 through 30 of this report.

Proprietary Funds. The only proprietary fund that Williamson County maintains is Internal Service Funds, which is an accounting device used to accumulate and allocate costs internally among the County's various functions. Williamson County uses two Internal Service Funds to account for the Fleet Maintenance Fund and the Benefits Fund. Because both services predominantly benefit the government, they have been included within governmental activities in the government-wide financial statements.

The proprietary fund financial statements provide separate information for the Fleet Maintenance Fund and the Benefits Fund. Both Internal Service Funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the Internal Service Funds is provided in the form of combining statements elsewhere in the report.

The basic proprietary fund financial statements can be found on pages 31 through 33 of this report.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the County. Fiduciary funds are *not* reflected in the government-wide financial statement because the resources of those funds are *not* available to support Williamson County's programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on page 34 and 35 of this report.

Notes to the Financial Statements. The notes provide additional information essential to a full understanding of the data provided in the government-wide and fund financial statements. Notes to the financial statements can be found on pages 37 through 73 of this report.

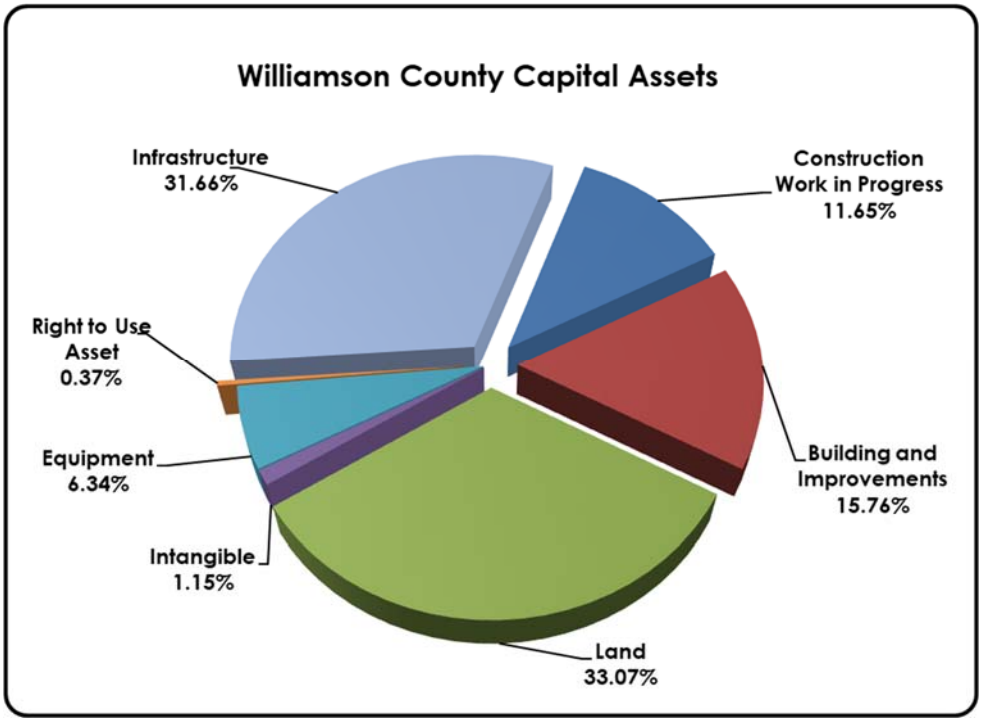
The combining statements referred to earlier in connection with non-major governmental funds and Internal Service Funds are presented immediately following the notes to the financial statements. Combining and individual fund statements and schedules can be found on pages 90 through 142 of this report.

Summary of Statement of Net Position

	Primary Government	
	Governmental Activities	
	2023	**2022***
Current assets and other assets	$ 1,148,122,593	$ 1,142,279,920
Capital assets	1,564,303,000	1,323,019,404
Total assets	2,712,425,593	2,465,299,324
Deferred outflows of resources	57,440,606	51,586,886
Total deferred outflows of resources	57,440,606	51,586,886
Current liabilities	180,052,957	179,870,591
Noncurrent liabilities	1,440,506,214	1,299,783,047
Total liabilities	1,620,559,171	1,479,653,638
Deferred inflows of resources	17,209,333	85,921,011
Total deferred inflows of resources	17,209,333	85,921,011
Net position:		
Net investment in capital assets	1,209,223,449	1,001,153,598
Restricted	700,591,876	699,215,634
Unrestricted	(777,717,630)	(749,057,671)
Total net position	$ 1,132,097,695	$ 951,311,561

*Note: Comparative information for 2022 has been restated for the effects of the adoption of GASB Statement No. 96. See note 2 for more detail.

Total net position increased by $180.8 million compared to 2022. There are significant changes in the statement of net position on September 30, 2023, when compared to September 30, 2022. Capital assets increased by $242.2 million because of ongoing county road improvements, right of way purchases, and equipment purchases. The acceptance of several new subdivisions contributed to this increase. In 2022, there
was a Net Pension Asset, in 2023, there is now a pension liability. Noncurrent liabilities increased by $141.7 million, primarily due to a Net Pension Liability of $121.2 million, resulting from increased interest on the pension liability and the effect of plan changes. In 2022, Deferred Inflows of Resources for pension was impacted by salary adjustments for law enforcement and a 7% cost of living adjustment for civilian employees. In 2023, Deferred Inflows of Resources for pension decreased due to no significant difference between projected and actual earnings.



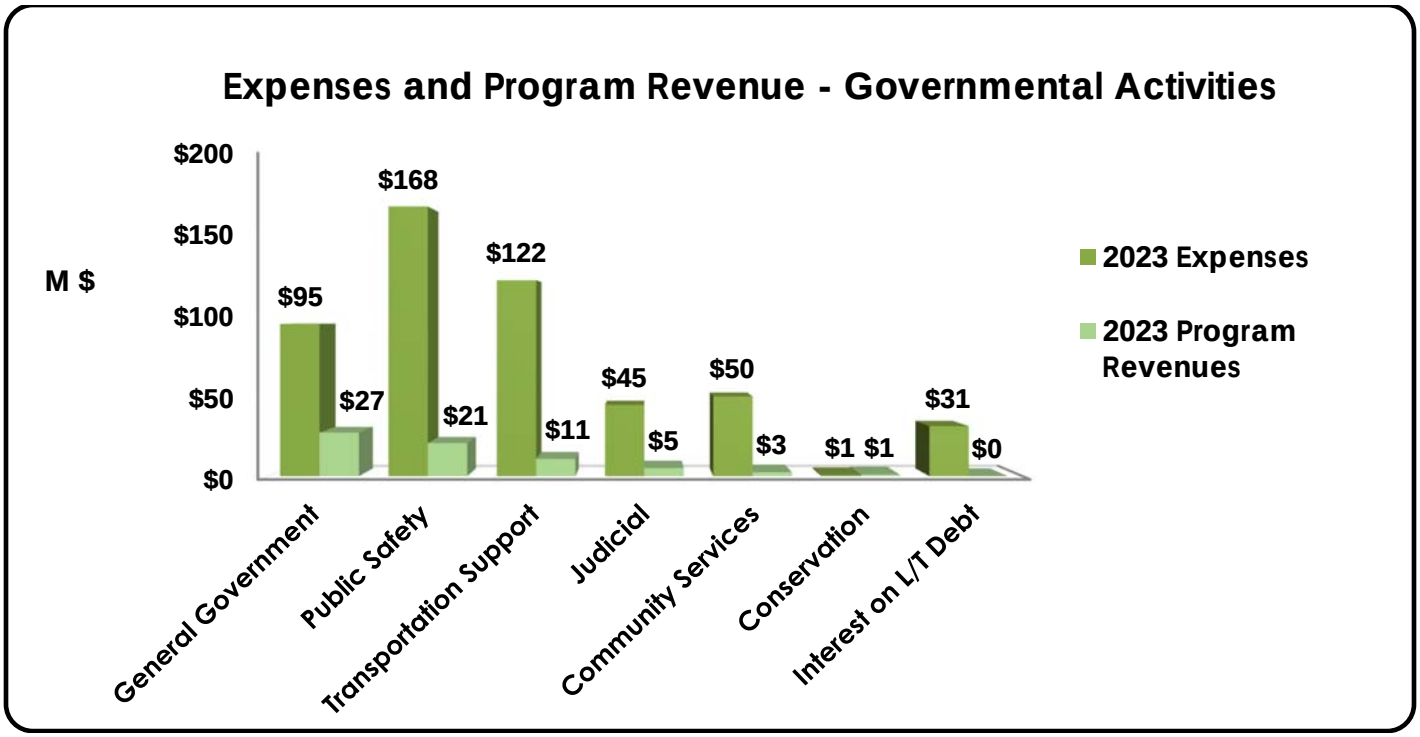
A portion of the County's net position ($1.564 billion) reflects investment in capital assets (e.g., land, buildings, infrastructure, and equipment). Williamson County uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. It is noted that the resources needed to repay the debt associated with capital assets must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

However, investment in capital assets does not necessarily correlate directly with changes in capital assets. Many road projects, once completed, are contributed to the local entity responsible for on-going maintenance. In 1999, County Commissioners recognized the need to address transportation in the County. Discussions with local and state governments and community leaders led to the development of a Multi-Corridor Plan. Since 2000, to facilitate economic growth and to increase the quality of life, the County started responsibly issuing road bonds to address road improvements countywide. As road projects are complete, ownership is transferred to the appropriate local entity. This plan has benefited the County by making travel faster and safer.

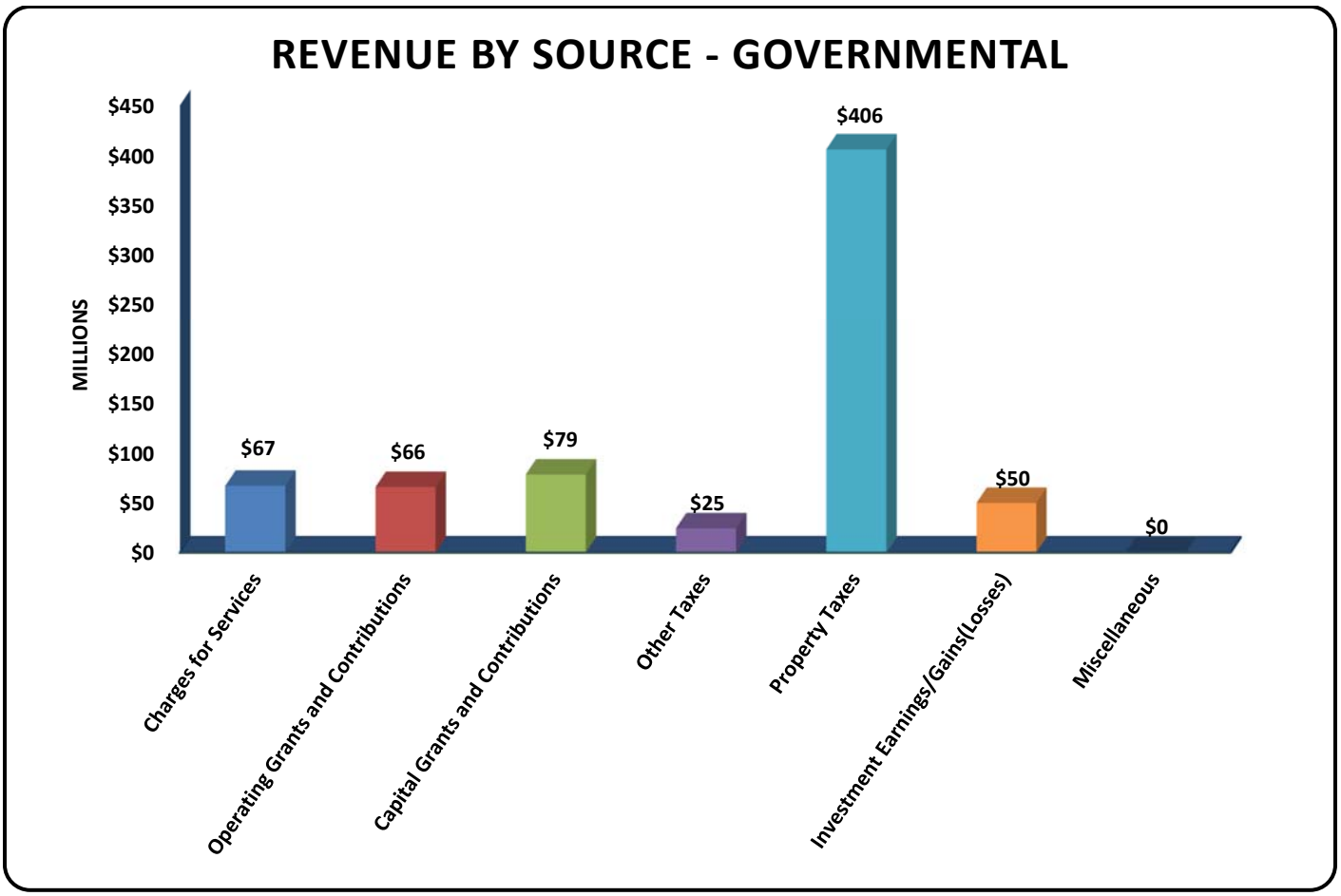
Williamson County's Changes in Net Position

	Primary Government	
	Governmental Activities 2023	Governmental Activities 2022
Revenues		
Program revenues:		
Charges for services	$ 67,341,318	$ 66,871,959
Operating grants and contributions	66,147,266	56,632,343
Capital grants and contributions	78,721,735	137,008,334
General revenues:		
Property taxes	405,694,077	377,477,854
Other taxes	24,543,802	21,774,138
Investment earnings	50,115,081	(11,761,190)
Miscellaneous	341,160	577,475
Total revenues	692,904,439	648,580,913
Expenses		
General government	94,990,584	95,241,179
Public safety	168,344,228	109,407,176
Transportation support	122,432,160	89,819,635
Judicial	44,515,813	32,902,982
Community services	49,864,644	45,197,557
Conservation	684,354	740,997
Interest on long-term debt	31,286,522	32,446,311
Total expenses	512,118,305	405,755,837
Change in net position	180,786,134	242,825,076
Net position, beginning	951,311,561	708,486,485
Net position, ending	$ 1,132,097,695	$ 951,311,561

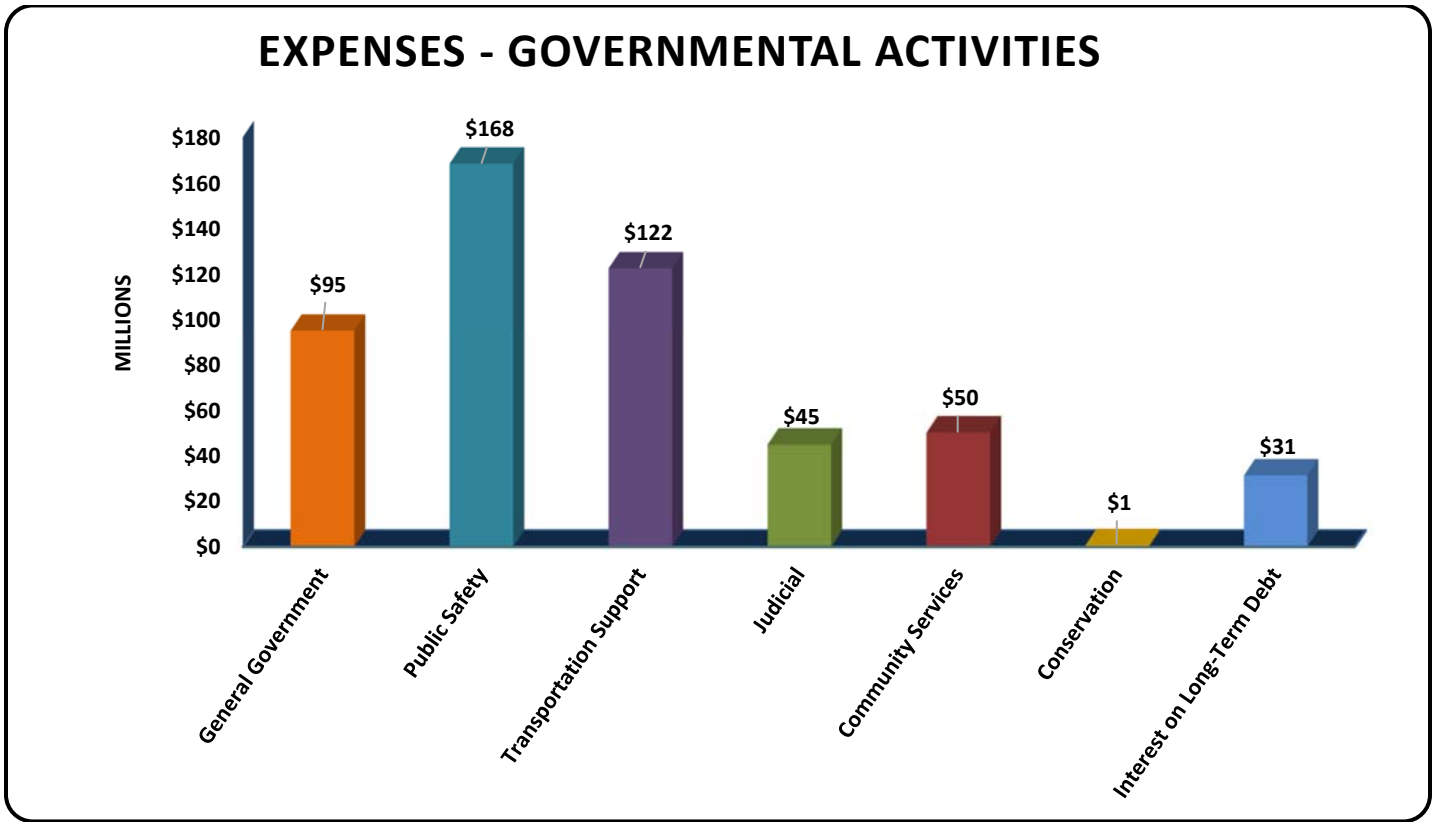
Changes in net position from year to year are a result of the net impact of the change in revenues and expenses from one year to the next. The change in net position increased by $180.8 million. Total revenues for 2023 increased, primarily because of an increase in property taxes and investment earnings. Property tax revenues increased by $28.2 million. For 2023, growth of county property values caused an increase in property tax collections. Investment earnings increased substantially to $50.1 million due to the rise of interest rates. Capital grants and contributions decreased by $58.3 million. This decrease is due to the County accepting less land and road infrastructure for maintenance in 2023, compared to 2022. Expenses increased in 2023 for public safety, transportation support, and judicial. Commissioners Court approved a cost-of-living adjustment of 5% during the fiscal year 2023 budget process. Also, to address vacancies in the public safety area, salary increases for Corrections, Sheriff, the Constable offices, County Attorney and District Attorney were approved. Increased judicial costs are due to the County operating two new courts in 2023 and increased expenses were incurred in Court appointed attorneys. In addition, the County attorney had increased personnel spend due to the filling of vacant positions and a new position. The County contributes to transportation support through interlocal agreements with cities for roads they are constructing within the County. Most of these expenditures were billed and paid in 2023, resulting in the increase in transportation support.



The bar chart above compares expenses and direct revenues associated with like county services. The bar chart below includes other revenues, i.e., tax collections that are not tied to individual services provided by the County.



The bar chart below breaks out all expenses by type of service provided by the County.



Financial Analysis of the Governmental Funds

As noted earlier, Williamson County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

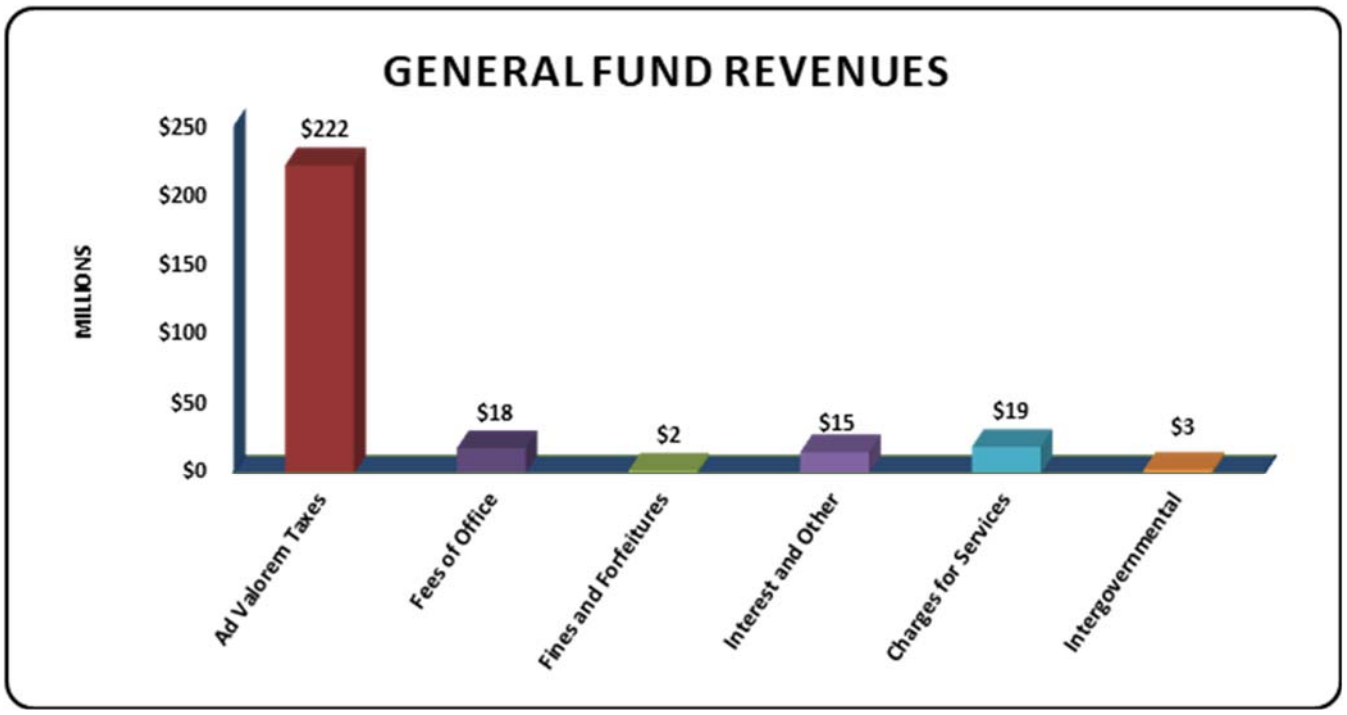
Governmental Funds. The focus of this section is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing Williamson County's financing requirements. In particular, the unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

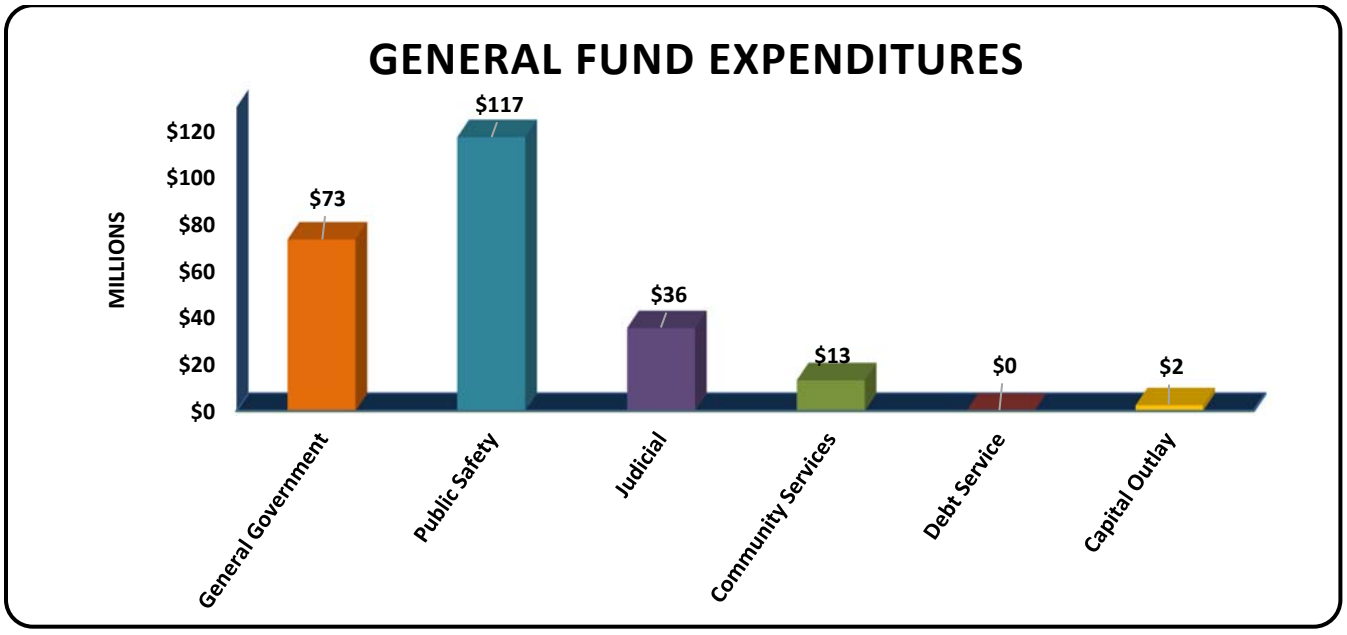
As of the current fiscal year end, Williamson County's governmental funds reported combined ending fund balances of $905.7 million, an increase of $27.2 million compared to the prior year. The increase is due to various factors. Property tax collections across all tax collecting funds increased due to the growth of property values in the county. Also, the mandatory tax rate for the Local Provider Participation program was increased this fiscal year. The increase in the mandatory tax rate was to fund $23.7 million for Medicaid matching program payments. Investment earnings this fiscal year are $41.5 million. The fair value for investments at fiscal yearend resulted in an unrealized gain of $7.8 million. Thus the $49.3 million gain in investment earnings for governmental funds. The Pass-Through Fund decreased by $18.3 million. The decrease in the fund was due to a $21.0 million transfer to the Debt Service Fund to pay a portion of the bonded debt. The Somerset Hills Road District No. 3 issued $3.5 million in Unlimited Tax Road Bonds. Somerset Hills Road District No. 4 issued $2.6 million in Unlimited Tax Road Bonds. Both road districts reimbursed the developer a combined total of $722.3 thousand and reimbursed Williamson County $4.7 million. The County reimbursement was transferred to the Capital Projects Fund for Ronald Reagan Boulevard improvements. $1.2 million of the fund balance is non-spendable. $750.9 million of the fund balance is restricted and earmarked for specific purposes that have been either imposed by state legislation or by formal action of Commissioners Court. The remaining balance is unassigned and can be used for any purpose.

General Fund. The General Fund is the chief operating fund of the County. At the end of the current fiscal year, total fund balance of the General Fund was $202.6 million with a $88.8 thousand non-spendable fund balance for prepaid expenses. In 2013, the County established a plan to reduce excess reserves to fund various county capital projects. In 2017, the County began funding another program, the "Corridor Plan", with a portion of the General Fund tax rate committed to this program. The corridor plan will focus on identifying and preserving future transportation corridors within the county. The Corridor Plan is also being funded from Road and Bridge excess reserves. $48.8 million of the General Fund balance is committed to both plans. $33.8 million is committed to capital projects and $15.0 million is committed to the transportation plan. As a measure of the General Fund's liquidity, it is useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance for 2023 represents 63.6% of total General Fund expenditures. This significant fund balance to total expenditure ratio indicates a healthy financial position. The County has adopted a policy to maintain an appropriate level of unassigned General Fund balance to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. A Fund Balance Policy adopted by the Commissioners Court in 2009 states that the level shall not be less than 35% of total General Fund budgeted expenditures.

The fund balance of Williamson County's General Fund has increased by 15.0% during the current fiscal year. General Fund revenues increased by $37.0 million. Tax revenue increased by $19.5 million. The continued growth in the County with new homes and new businesses along with the increase in taxable property values are the factors contributing to the increase in tax revenue. In 2023, investment earnings and fair value gains contributed an additional $17.1 million increase over 2022, due to the increase in interest rates and fair value of investments. General Fund expenditures increased by $37.9 million this fiscal year. Fifty-one (51) new positions were added in fiscal year 2023. A 5% cost of living adjustment and a 3% merit was approved during the budget process. A mid-year increase for law enforcement was authorized by Commissioners Court. General government expenditures increased by $5.4 million due to the recognition of an expenditure for Subscription Based Information Technology Arrangements (SBITA's) required by the implementation of GASB 96, $4.5 million due to disaster relief for Winter Storm Mara, a $2.1 million increase in the annual payment to Williamson County Conservation Foundation (WCCF), and a $650 thousand additional lump-sum contribution to Texas County and District Retirement System (TCDRS). As the County population increases, the demand for additional road and bridge infrastructure increases. Increased expenditures in Judicial was due to the County operating two new additional courts in 2023 and the court system being fully operational this fiscal year, addressing the backlog of cases due to the pandemic. These are some of the key factors that contributed to the increase in general fund expenditures.

General Fund revenues and expenditures are graphically depicted below.





General Fund Budgetary Highlights. The County budget is prepared according to financial policies, approved by Commissioners Court, and is in accordance with generally accepted accounting principles accepted in the United States. The Budget Officer is responsible for preparing the budget. By statute, the County Auditor is solely responsible for projecting County revenues. The budget is set at a line-item level as a management tool during the fiscal year. Budgetary transfers of more than $500 must be approved by Commissioners Court.

Overall actual revenues were higher than budgeted revenues. Actual revenues were $10.3 million more than budgeted. Charges for Services exceeded budget by $2.4 million. Charges for Emergency medical services were the main factor, making up $1.9 million of the overage. Investment earnings this fiscal year are $13.2 million. The fair value for investments at fiscal yearend resulted in an unrealized gain of $1.4 million, for a total $14.6 million gain in investment earnings for the General Fund. Actual expenditures were $22.4 million less than budgeted. The County has several vacancies that remain unfilled, resulting in approximately $2.7 million that was unspent for personnel, primarily in Communications, Jail, and Juvenile. Unfilled positions result in benefit costs being reduced as well as a reduction in other costs such as training and travel. Capital outlay was under budget by $5.3 million of which emergency medical services (EMS) had approximately $3.2 million in ambulances that remain back ordered due to supply chain issues. These funds will be rolled over and spent in 2024.

Additional information on Williamson County's General Fund Budget to Actuals can be found on page 29 and pages 80 through 82 of this report.

Long-Term Debt. At the end of the current fiscal year, the County had total bonded debt outstanding of $1.26 billion. Williamson County's debt has increased by $23.1 million during the current fiscal year. Several factors contributed to the increase. In May 2023, the County issued $137.2 million in limited tax notes. In September 2023, the County redeemed and defeased $19.3 million of the 2015 Unlimited Tax Road Bonds and $10.1 million of the 2015 Certificate of Obligations. $30 million of debt service was deposited to an escrow account. This amount included $29.4 million in principal and the remainder in interest. The debt defeasance resulted in savings of $9.4 million in interest payments over the next 10 years. In 2023, GASB 96 was implemented, resulting in a subscription payable of $4.6 million, which was not recorded in prior years before GASB 96.

Additional information on Williamson County's long-term debt can be found in NOTE 11 on pages 59 through 63 of this report.

Debt Service Fund. The total fund balance at year end is $10.4 million, all of which is restricted for payment of debt service. This balance reflects a current year net increase of $2.3 million. Tax revenue increased by $3.8 million. The continued growth in the County with new homes and new businesses along with the increase in property values are the factors contributing to the additional tax revenue. Expenditures increased by $12.1 million. This is primarily due to an increase in principal debt payments and an additional $5.0 million defeasance over 2022. These are the key changes to the increase in the debt service fund.

The County's continued investment in infrastructure has resulted in substantial growth of the tax base. In 2006, County management pledged to the citizens a stabilization of the portion of the tax rate supporting debt service. The current fund balance is sufficient to maintain this goal while continuing to address the needs of the County.

Additional information on Williamson County's long-term debt can be found in NOTE 11 on pages 59 through 63 of this report.

Capital Projects Fund. The Capital Projects Fund had a total balance of $528.8 million which is a decrease from fiscal year 2022 of $3.4 million. The decrease in fund balance is related to capital project expenditures significantly increasing by $93.3 million. Road bond proceeds in the amount of $137.2 million largely offset increased expenditures. Investment earnings this fiscal year are $14.8 million. The fair value for investments at fiscal yearend resulted in an unrealized gain of $6.2 million, for a total $21 million gain in investment earnings for the capital project fund. Williamson County partnered with several entities on various projects. The contributions by these partners increased by $21.0 million as compared to last year. Contributions increased from the previous year due to agreements with the City of Georgetown for Southwest Bypass and Corridor C projects and the City of Round for the Corridor H project. Williamson County also partnered with TXDOT on the FM 3349 at US 79 and received reimbursement for construction costs pursuant to the agreement. Expenditures from the Capital Projects Fund were $243.9 million with capital outlay expenditures accounting for $202.6 million. The major expenditures during the year include $29 million for FM 3349 at US 79 interchange, $16.9 million for right of way funding from the 2021 Limited Tax Notes, $16.4 million for CR 401/404 improvements, $16.2 million for right of way for RM 2243/Hero Way, $9.2 million for CR 111 (Westinghouse Road), $8.9 million for Samsung Highway, $8.3 million for CR 366 widening, and $5.6 million for Great Oaks Bridge.

Capital Assets. Williamson County's investment in capital assets as of September 30, 2023, amounts to $1.564 billion (net of accumulated depreciation). This investment includes land, buildings, system improvements, equipment, park facilities, roads, highways, and bridges.

Major capital asset additions during the current fiscal year include the following:

- Blackhawk IV Phase 9
- Cool Water Phase 4 Section 1 & 2
- Del Cielo Phase 1
- Eastwood Section 4, 5, and 6
- Riolobo Phase 1 & 2
- River Ranch Roads
- Saddleback at Santa Rita Ranch Phase 1 Section 1
- Santa Rita Ranch Phase 1 Section 14
- Santa Rita Ranch Phase 3 Section 4
- Santa Rita Ranch Phase4 Section 4
- Santa Rita Ranch Phase 5 Section 1 & 2
- Schwertner Ranch, Phase 3

Additional information on Williamson County's capital assets can be found in NOTE 6 on pages 55 through 56 of this report.

Special Road and Bridge Fund. The Special Road and Bridge Fund has a total fund balance of $33.1 million, with a net increase of $4.1 million. Commissioners Court adopted a tax rate of $.037492/100 for Road & Bridge activities. The increase in taxable assessed value (TAV) allows the County to implement an increase in county road maintenance and improvement projects. This additional funding is part of a long-range plan for maintaining and improving county roads.

Grants Fund. The Grants Fund has a zero fund balance. The fund is used to account for monies from other government and private entities for programs not fully funded by the County. Cash and investments for the Grant Fund are $105.0 million. Intergovernmental revenue decreased from last year. Most of the ARPA funding is unearned as the County continues to review and approve allowable projects. In FY 2023, the County recognized $10.6 million from the Federal government for the American Rescue Plan Act (ARPA). The County also received $1.9 million of HUD Block Grants and $1.7 million from the Texas Water Development Board Flood Plain Mapping grant funding. Due to the increase in interest rates, the Grant Fund saw an increase in Investment earnings on ARPA funds of $4.3 million.

Proprietary Funds. Proprietary funds are made up of two Internal Service Funds which include the Fleet Service Fund and the Benefits Fund.

Economic Factors and Next Year's Budgets and Rates

Economic Conditions. Williamson County's population growth has been driven in part by its location in Central Texas. The population boom has contributed to housing demands and job growth. Low tax rates, affordable housing and business incentives are major factors that have contributed to the County's growth. Even though certain sectors of the economy have been impacted by the pandemic, the regional economy continues to grow. The County adopted a tax rate of $0.377445/100 for fiscal year 2024. This rate is the voter approved tax rate. To meet the needs of the growing County, 59 new full-time positions were added for fiscal year 2024. The County will use reserves for major capital improvements, such as a 911 back-up center, land acquisition for a radio tower and Carlson Cove enhanced tower monitoring, fleet parts room expansion, and the Taylor tax office remodel will begin in fiscal year 2024. In addition, the County plans to defease $20 million of existing debt. This amount is in addition to the required fiscal year 2024 debt payments.

The Taxable Assessed Valuation (TAV) growth has been solid, spurred by affordable home prices and ample developable land. An increase of 16.0% TAV was recorded in fiscal year 2022. In fiscal year 2023 TAV grew 29%. Property tax collections remain consistent with historic levels. The average collection rate is 99.68%.

The overall economic base has grown. The County's location, stability, and growth in population has resulted in tremendous investments in the areas. New housing developments are happening throughout the County and businesses are continuing to expand and relocate to the area. The County continues to be a popular area for tech companies to expand. Additional medical facilities, schools, and recreation areas are being built as a result of the growth in the County. These factors provide the availability of jobs in Williamson County.

Unemployment. The September 2023 unemployment rate for Williamson County was 3.7%, which is an increase from the rate of 2.8% a year ago. This compares favorably to the State's unemployment rate of 4.1% and the national rate of 3.7%.

All these factors were considered in preparing Williamson County's budget for fiscal year 2024.

Requests for Information

This financial report is designed to provide a general overview of Williamson County's finances for those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the following:

Office of the County Auditor
710 S. Main Street, Suite 301
Georgetown, Texas 78626
jkiley@wilco.org

Basic Financial Statements

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Williamson County, Texas
Statement of Net Position
September 30, 2023

	Primary Government
	Governmental Activities
ASSETS	
Cash and investments	$ 1,070,063,435
Accounts receivable (net of allowance)	21,251,805
Due from other governments	19,677,187
Inventories	1,392,579
Prepaid items	649,535
Deferred contributions	34,378,968
Lease receivable	709,084
Capital assets	
Land	678,422,631
Intangible	23,660,622
Buildings and improvements	323,326,278
Infrastructure	649,413,529
Equipment	130,153,143
Construction in progress	239,084,286
Right to use asset- leases	812,255
Right to use asset- subscription	6,669,041
Less: accumulated depreciation / amortization	(487,238,785)
Total capital assets	1,564,303,000
Total assets	2,712,425,593
DEFERRED OUTFLOWS OF RESOURCES	
Deferred charges on refunding	10,696,646
Deferred outflows related to pension	43,650,288
Deferred outflows related to OPEB	3,093,672
Total deferred outflows of resources	57,440,606
LIABILITIES	
Accounts payable	56,328,806
Accrued liabilities	8,159,931
Due to other governments	3,136,508
Unearned revenues	106,494,888
Accrued interest	5,932,824
Noncurrent liabilities	
Due within one year	125,863,374
Due in more than one year	1,314,642,840
Total liabilities	1,620,559,171
DEFERRED INFLOWS OF RESOURCES	
Deferred gain on refunding	1,278,213
Deferred inflows related to pension	1,450,638
Deferred inflows related to OPEB	13,780,693
Deferred inflows related to leases	699,789
Total deferred inflows of resources	17,209,333
NET POSITION	
Net investment in capital assets	1,209,223,449
Restricted for	
Debt service	7,848,648
Road and bridge	33,436,069
Capital Projects	530,407,227
Tobacco fund	9,961,557
Records management	14,783,076
Public safety	4,618,147
State and federal programs	99,537,152
Unrestricted	(777,717,630)
TOTAL NET POSITION	$ 1,132,097,695

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Statement of Activities
For the Fiscal Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Primary Government: Governmental Activities
PRIMARY GOVERNMENT					
Governmental activities					
General government	$ 94,990,584	$ 27,307,533	$ 16,152,449	$ -	$ (51,530,602)
Public safety	168,344,228	20,677,933	3,116,422	-	(144,549,873)
Transportation support	122,432,160	10,774,362	35,748,926	78,721,735	2,812,863
Judicial	44,515,813	5,065,274	1,443,345	-	(38,007,194)
Community services	49,864,644	2,511,417	4,448,948	-	(42,904,279)
Conservation	684,354	1,004,799	5,237,176	-	5,557,621
Interest on long-term debt	31,286,522	-	-	-	(31,286,522)
TOTAL PRIMARY GOVERNMENT	$ 512,118,305	$ 67,341,318	$ 66,147,266	$ 78,721,735	$ (299,907,986)
GENERAL REVENUES					
Taxes					
Property taxes, levied for general purposes					$ 196,965,239
Property taxes, levied for farm to market					41,539,986
Property taxes, levied for debt service					167,188,852
Other taxes					24,543,802
Investment earnings and unrealized gains/losses					50,115,081
Miscellaneous					341,160
Total general revenues					480,694,120
Change in net position					180,786,134
Net position, beginning of year					951,311,561
NET POSITION, end of year					$ 1,132,097,695

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas

Balance Sheet – Governmental Funds

September 30, 2023

	General	Special Road and Bridge	Debt Service	Capital Projects	Grants	Other Governmental	Total Governmental Funds
ASSETS							
Cash and investments	$ 213,621,187	$ 44,330,015	$ 10,337,529	$ 548,412,174	$ 105,041,335	$ 126,887,959	$ 1,048,630,199
Accounts receivable (net of allowance)	15,182,536	624,314	1,323,203	3,062,002	-	961,132	21,153,187
Due from other funds	1,236,832	-	-	-	-	-	1,236,832
Due from other governments	651,158	-	-	11,569,418	2,131,209	5,325,402	19,677,187
Lease Receivable	709,084	-	-	-	-	-	709,084
Inventories	-	1,099,197	-	-	-	-	1,099,197
Prepaid items	88,808	3,175	-	-	-	16,597	108,580
TOTAL ASSETS	$ 231,489,605	$ 46,056,701	$ 11,660,732	$ 563,043,594	$ 107,172,544	$ 133,191,090	$ 1,092,614,266
LIABILITIES							
Accounts payable	$ 7,438,926	$ 12,164,515	$ -	$ 32,636,367	$ 2,536,535	$ 1,018,166	$ 55,794,509
Accrued liabilities	5,973,140	456,110	-	-	215,704	236,786	6,881,740
Due to other funds	-	-	-	-	-	708,665	708,665
Due to other governments	3,108,749	-	-	-	23,078	4,681	3,136,508
Unearned revenue	456,592	7,925	-	1,633,144	104,397,227	-	106,494,888
Interest payable	85,488	-	-	-	-	-	85,488
Total liabilities	17,062,895	12,628,550	-	34,269,511	107,172,544	1,968,298	173,101,798
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	11,169,950	325,662	1,284,212	-	-	307,292	13,087,116
Deferred inflows - leases	699,789	-	-	-	-	-	699,789
Total deferred inflows of resources	11,869,739	325,662	1,284,212	-	-	307,292	13,786,905
FUND BALANCES							
Nonspendable	88,808	1,102,372	-	-	-	16,597	1,207,777
Restricted	-	32,000,117	10,376,520	528,774,083	-	130,898,903	702,049,623
Committed	48,813,426	-	-	-	-	-	48,813,426
Unassigned	153,654,737	-	-	-	-	-	153,654,737
Total fund balances	202,556,971	33,102,489	10,376,520	528,774,083	-	130,915,500	905,725,563
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 231,489,605	$ 46,056,701	$ 11,660,732	$ 563,043,594	$ 107,172,544	$ 133,191,090	$ 1,092,614,266

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas

Reconciliation of the Governmental Funds
Balance Sheet to the Statement of Net Position
September 30, 2023

Total fund balances - governmental funds	$	905,725,563
Amounts reported for governmental activities in the statement of net position are different because:		
The County uses internal service funds to charge the costs of certain activities such as fleet and self-insurance to appropriate functions in other funds. The assets and liabilities of the internal service funds are included in the governmental activities in the statements of net position.		20,163,631
Capital assets, including accumulated depreciation / amortization, used in governmental activities are not financial resources and, therefore, are not reported in the funds.		1,563,991,371
Deferred contributions are not financial resources and, therefore, are not reported in the funds.		34,378,968
Losses (gains) on bond refundings are deferred and amortized in the government-wide financial statements.		9,418,433
Employee benefit related liabilities, and related accounts, are not due and payable in the current period and are not included in the fund financial statements, but are reported in the governmental activities in the statement of net position. These items include:		
Net pension liability		(121,160,476)
Other post-employment benefit obligation (OPEB)		(52,457,847)
Deferred inflow of resources - OPEB		(13,780,693)
Deferred inflow of resources - Pension		(1,450,638)
Deferred outflow of resources - OPEB		3,093,672
Deferred outflow of resources - Pension		43,650,288
Revenues earned but not available within 60 days of the year end are not recognized as revenue on the fund financial statements.		13,087,116
Interest payable on long term debt does not require current financial resources; therefore, interest payable is not reported as a liability in governmental funds balance sheet.		(5,846,888)
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds. These items include:		
Lease liabilities		(389,271)
Subscription liability		(4,441,676)
Bonds payable		(1,157,860,000)
Bond issuance premium		(98,430,068)
Bond issuance discount		877,215
Compensated absences		(6,471,005)
Net position of governmental activities	$	1,132,097,695

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas

Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds

For the Fiscal Year Ended September 30, 2023

	General	Special Road and Bridge	Debt Service	Capital Projects	Grants	Other Governmental	Total Governmental Funds
REVENUES							
Taxes	$ 222,043,939	$ 41,602,907	$ 143,084,598	$ -	$ -	$ 24,456,028	$ 431,187,472
Fees of office	18,195,641	-	-	-	-	6,790,073	24,985,714
Fines and forfeitures	1,952,559	-	-	-	-	241,682	2,194,241
Intergovernmental	2,607,870	1,510,818	133,257	32,463,516	17,286,826	2,240,830	56,243,117
Charges for services	18,952,568	2,588,779	-	-	-	2,635,143	24,176,490
Motor vehicle registration	-	6,085,600	-	-	-	-	6,085,600
Investment earnings and unrealized gains(losses)	14,556,019	1,809,264	1,631,967	21,018,600	4,923,764	5,341,988	49,281,602
Miscellaneous	780,634	44,413	-	2,934,558	98,448	12,312,826	16,170,879
Total revenues	279,089,230	53,641,781	144,849,822	56,416,674	22,309,038	54,018,570	610,325,115
EXPENDITURES							
Current							
General government	73,142,592	-	-	517,637	15,829,927	6,169,624	95,659,780
Public safety	117,137,875	-	-	817,288	2,578,355	2,590,358	123,123,876
Transportation support	-	32,761,292	-	38,504,060	-	1,191	71,266,543
Judicial	35,552,095	-	-	184,605	289,830	1,048,587	37,075,117
Community services	13,197,429	-	-	646,079	664,074	28,518,464	43,026,046
Conservation	-	-	-	-	-	672,611	672,611
Debt service							
Principal	-	-	94,128,300	-	-	1,665,000	95,793,300
Interest and other charges	98,620	-	39,457,523	-	-	1,192,351	40,748,494
Payment to bond escrow agent	-	-	29,978,788	-	-	-	29,978,788
Bond issuance fees	-	-	17,330	556,316	-	312,872	886,518
Capital outlay	2,610,874	929,259	-	202,631,288	839,639	101,510	207,112,570
Total expenditures	241,739,485	33,690,551	163,581,941	243,857,273	20,201,825	42,272,568	745,343,643
Excess (deficiency) of revenues over expenditures	37,349,745	19,951,230	(18,732,119)	(187,440,599)	2,107,213	11,746,002	(135,018,528)
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	643	137,154,357	-	6,110,000	143,265,000
Premium on issuance of long-term debt	-	-	-	13,412,059	-	-	13,412,059
Leases	159,860	-	-	-	-	-	159,860
Subscriptions	5,426,752	-	-	-	-	-	5,426,752
Proceeds from sale of capital assets	98,192	-	-	-	-	-	98,192
Discount on issuance of long-term debt	-	-	-	-	-	(103,501)	(103,501)
Transfers in	1,590	-	21,024,133	35,234,903	2,049,204	1,978,718	60,288,548
Transfers out	(16,567,867)	(15,803,252)	-	(1,741,329)	(4,156,417)	(22,019,683)	(60,288,548)
Total other financing sources (uses)	(10,881,473)	(15,803,252)	21,024,776	184,059,990	(2,107,213)	(14,034,466)	162,258,362
NET CHANGE IN FUND BALANCES	26,468,272	4,147,978	2,292,657	(3,380,609)	-	(2,288,464)	27,239,834
FUND BALANCES, beginning of year	176,088,699	28,954,511	8,083,863	532,154,692	-	133,203,964	878,485,729
FUND BALANCES, end of year	$ 202,556,971	$ 33,102,489	$ 10,376,520	$ 528,774,083	$ -	$ 130,915,500	$ 905,725,563

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities

For the Fiscal Year Ended September 30, 2023

Net change in fund balances - total governmental funds	$	27,239,834
Amounts reported for governmental activities in the statement of activities are different because:		
The County uses internal service funds to charge the costs of certain activities such as fleet and self-insurance to appropriate functions in other funds. The change in net position of the internal service funds are reported with the governmental activities.		3,973,906
Governmental funds report outlays for capital assets as expenditures. However, in the statement of activities the cost of those assets is allocated over their useful lives and reported as depreciation expense. Additionally, disposal of capital assets is not recorded in the fund statements. These items include:		
Capital outlay		212,576,485
Depreciation / amortization expense		(46,571,026)
Net book value of current year disposals		(2,418,647)
Governmental capital assets donated to the County are not current financial resources and therefore, are not reported in the fund statements. Capital assets donated to the County in the current fiscal year increased net position.		78,498,738
Governmental funds report expenditures for costs of assets under construction that will be contributed on completion to another entity. However, in the statement of activities, the cost of those assets will be expensed when the completed asset is transferred.		(13,057,161)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds, including:		
Property taxes		(949,597)
Adjudicated fines		(33,808)
Emergency medical services		4,057,295
Animal shelter fees		(45,334)
Expenditures related to the County's participation in its OPEB Plan are recorded as they are paid in the governmental funds, but are recognized based on the change in net pension liability in the Statement of Activities.		298,578
Expenditures related to the County's participation in the Texas County and District Retirement System are recorded as they are paid in the governmental funds, but are recognized based on the change in net pension liability in the Statement of Activities.		(55,573,794)
The issuance of long-term debt (e.g., bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.		
Issuance of bonds		(143,265,000)
Premium on bond issuance		(13,412,059)
Discount on bond issuance		103,501
Deferred gain on refunding		159,777
Deferred loss on refunding		(3,253,008)
Principal payments on tax notes and bonds		125,220,000
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Amortization of debt-related items		12,772,950
Decrease in compensated absences		(558,938)
Decrease in accrued interest payable		(613,759)
Decrease in lease liability		78,877
Increase in subscription liability		(4,441,676)
Change in net position of governmental activities	$	180,786,134

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas

Statement of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
General Fund
For the Fiscal Year Ended September 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Taxes	$ 226,408,673	$ 226,408,673	$ 222,043,939	$ (4,364,734)
Fees of office	17,684,800	17,684,800	18,195,641	510,841
Fines and forfeitures	1,464,000	1,464,000	1,952,559	488,559
Intergovernmental	1,722,093	2,197,143	2,607,870	410,727
Charges for services	16,591,530	16,591,530	18,952,568	2,361,038
Investment earnings and unrealized gains/losses	4,048,000	4,048,000	14,556,019	10,508,019
Miscellaneous	232,000	400,132	780,634	380,502
Total revenues	268,151,096	268,794,278	279,089,230	10,294,952
EXPENDITURES				
Current				
General government	72,300,283	78,140,905	73,142,592	4,998,313
Public safety	122,519,170	124,957,177	117,137,875	7,819,302
Judicial	37,269,209	38,089,684	35,552,095	2,537,589
Community services	17,509,369	14,923,297	13,197,429	1,725,868
Debt service				
Interest and other charges	-	98,620	98,620	-
Capital outlay	8,819,492	7,900,436	2,610,874	5,289,562
Total expenditures	258,417,523	264,110,119	241,739,485	22,370,634
Excess of revenues over expenditures	9,733,573	4,684,159	37,349,745	32,665,586
OTHER FINANCING SOURCES (USES)				
Proceeds from sale of capital assets	175,000	175,000	98,192	(76,808)
Issuance of subscription liabilities	-	-	5,426,752	5,426,752
Issuance lease liabilities	-	-	159,860	159,860
Transfers in	1,600	1,600	1,590	(10)
Transfers out	(24,051,123)	(65,421,543)	(16,567,867)	48,853,676
Total other financing sources (uses)	(23,874,523)	(65,244,943)	(10,881,473)	54,363,470
Net change in fund balances	(14,140,950)	(60,560,784)	26,468,272	87,029,056
FUND BALANCES, beginning of year	176,088,699	176,088,699	176,088,699	-
FUND BALANCES, end of year	$ 161,947,749	$ 115,527,915	$ 202,556,971	$ 87,029,056

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas

Statement of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Special Road and Bridge Fund
For the Fiscal Year Ended September 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Taxes	$ 41,556,395	$ 41,556,395	$ 41,602,907	$ 46,512
Intergovernmental	310,500	310,500	1,510,818	1,200,318
Charges for services	2,000,000	2,000,000	2,588,779	588,779
Motor vehicle registration	5,460,000	5,460,000	6,085,600	625,600
Investment earnings unrealized gains(losses)	650,000	650,000	1,809,264	1,159,264
Miscellaneous	10,000	10,000	44,413	34,413
Total revenues	49,986,895	49,986,895	53,641,781	3,654,886
EXPENDITURES				
Current				
Transportation support	33,228,909	37,311,982	32,761,292	4,550,690
Capital outlay	1,388,430	1,370,357	929,259	441,098
Total expenditures	34,617,339	38,682,339	33,690,551	4,991,788
Excess of revenues over expenditures	15,369,556	11,304,556	19,951,230	8,646,674
OTHER FINANCING SOURCES (USES)				
Proceeds from sale of capital assets	100,000	100,000	-	(100,000)
Transfers out	(23,330,000)	(19,265,000)	(15,803,252)	3,461,748
Total other financing sources (uses)	(23,230,000)	(19,165,000)	(15,803,252)	3,361,748
NET CHANGE IN FUND BALANCES	(7,860,444)	(7,860,444)	4,147,978	12,008,422
FUND BALANCES, beginning of year	28,954,511	28,954,511	28,954,511	-
FUND BALANCES, end of year	$ 21,094,067	$ 21,094,067	$ 33,102,489	$ 12,008,422

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Statement of Net Position
Proprietary Funds
September 30, 2023

	Governmental Activities Internal Service
ASSETS	
Current assets	
Cash and investments	$ 21,433,236
Accounts receivable	98,618
Inventory	293,382
Prepaid expenses	540,955
Total current assets	22,366,191
Noncurrent assets	
Capital assets	
Machinery and equipment	637,225
Intangible	6,547
Subscription assets	336,713
Less accumulated depreciation and amortization	(668,856)
Total noncurrent assets	311,629
Total assets	22,677,820
LIABILITIES	
Current liabilities	
Accounts payable	534,297
Accrued liabilities	1,278,191
Subscriptions payable, current	173,086
Due to other funds	528,167
Interest payable	448
Total liabilities	2,514,189
NET POSITION	
Net investment in capital assets	167,620
Unrestricted	19,996,011
TOTAL NET POSITION	$ 20,163,631

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Statement of Revenues, Expenses,
and Changes in Net Position
Proprietary Funds
For the Fiscal Year Ended September 30, 2023

	Governmental Activities
	Internal Service
OPERATING REVENUES	
Employer contributions	$ 21,487,396
Employee contributions	5,321,228
Charges for services	4,408,146
Total operating revenues	31,216,770
OPERATING EXPENSES	
Claims	19,344,033
Insurance	2,432,759
Administration	2,698,414
Professional and contracted services	7,680
Supplies and parts	3,359,339
Depreciation and amortization	226,403
Total operating expenses	28,068,628
Operating income	3,148,142
NONOPERATING REVENUES (EXPENSES)	
Interest and investment revenues	833,472
Interest and other fiscal charges	(7,708)
Total nonoperating revenues (expenses)	825,764
Change in net position	3,973,906
NET POSITION, beginning of year	16,189,725
NET POSITION, end of year	$ 20,163,631

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Statement of Cash Flows
Proprietary Funds
For the Fiscal Year Ended September 30, 2023

	Governmental Activities Internal Service
CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers and users	$ 31,837,993
Payments to suppliers	(25,251,854)
Payments to employees	(2,764,563)
Net cash flows provided by operating activities	3,821,576
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Principal paid on subscriptions	(163,627)
Interest paid on subscriptions	(7,260)
Acquisition and construction of capital assets	(42,962)
Net cash flows used in capital and related financing activities	(213,849)
CASH FLOWS FROM INVESTING ACTIVITIES	
Investment earnings	833,024
Net cash flows provided by investing activities	833,024
Change in cash and cash equivalents	4,440,751
CASH AND CASH EQUIVALENTS, beginning of year	16,992,485
CASH AND CASH EQUIVALENTS, end of year	$ 21,433,236
RECONCILIATION OF OPERATING INCOME TO NET PROVIDED BY/(USED IN) OPERATING ACTIVITIES	
Operating income	$ 3,148,142
Adjustments to reconcile operating income to net cash provided by/(used in) operating activities	
Depreciation	226,403
Change in assets and liabilities	
Accounts receivable	621,223
Prepaids and other assets	(229,388)
Inventory	9,263
Accounts payable	(44,965)
Accrued liabilities	156,599
Due to other funds	(66,149)
Interest payable	448
NET CASH PROVIDED BY OPERATING ACTIVITIES	$ 3,821,576

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Statement of Fiduciary Net Position
Fiduciary Funds
September 30, 2023

	Custodial Funds
ASSETS	
Cash and investments	$ 43,002,716
Accounts receivable	2,196,826
Prepaid assets	76,771
Total assets	45,276,313
LIABILITIES	
Accounts payable	682,446
Due to other governments	1,232,534
Total liabilities	1,914,980
NET POSITION	
Individuals, organizations, and other governments	43,361,333
TOTAL NET POSITION	$ 43,361,333

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas

Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Fiscal Year Ended September 30, 2023

	Custodial Funds
ADDITIONS	
Tax collections from other governments	$ 3,119,017,554
Fees for other governments	1,590
Held for others	39,017,752
Interest income	2,532,564
Total additions	3,160,569,460
DEDUCTIONS	
Payment to other governments	3,094,049,548
Payment to individuals	54,149,106
Total deductions	3,148,198,654
Net increase in fiduciary net position	12,370,806
Net position - beginning of year	30,990,527
Net position - end of year	$ 43,361,333

The Notes to the Financial Statements are an integral part of these statements.

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Note 1. Summary of Significant Accounting Policies

Williamson County, Texas (the County) uses a commission form of government under the laws and statutes of the constitution of the State of Texas. The County provides various services to advance the welfare, health, morals, comfort, safety, and convenience of the County and its inhabitants. A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows:

Financial Reporting Entity

The Governmental Accounting Standards Board (GASB) has issued Statement No. 14, *The Financial Reporting Entity* and Statement No. 61, *The Financial Reporting Entity: Omnibus*, which established standards for defining and reporting on the financial reporting entity. The discussion that follows includes not only the minimum guidelines for an entity's inclusion in the County's financial statements, but also the reasons that certain entities were excluded from the statements.

The definition of the reporting entity is based primarily on the notion of financial accountability. The elected officials governing Williamson County are accountable to their constituents for their public policy decisions, regardless of whether those decisions are carried out directly through the operations of the County or by their appointees through the operations of a separate entity. Therefore, the County is not only financially accountable for the organizations that make up its legal entity, it is also financially accountable for legally separate organizations if its officials appoint a voting majority of an organization's governing body and either it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on the County.

Depending on the significance of the County's financial and operational relationships with various separate entities, the organizations are classified as blended or discretely presented component units, related organizations, joint ventures, or jointly governed organizations, and the financial disclosure is treated accordingly.

Related Organizations – Where the Williamson County Commissioners Court (Commissioners Court) is responsible for appointing a majority of the members of a board of another organization, but the County's accountability does not extend beyond making such appointments, disclosure is made in the form of the relation between the County and such organization.

Blended Component Units

*Avery Ranch Road District No. 1 (*Avery District*)* was formed by the Commissioners Court in accordance with the Texas Government Code in February of 2001. The Avery District issues unlimited tax bonds for the purpose of developing roads within the District. The bonds constitute direct obligations of the Avery District payable from ad valorem taxes levied upon all taxable property located within the Avery District. The Avery District meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Avery District.

Pearson Place Road District (Pearson District) was formed by the Commissioners Court in accordance with the Texas Government Code in July of 2010. The Pearson District issues unlimited tax bonds for the purpose of developing roads within the Pearson District. The bonds constitute direct obligations of the Pearson Place Road District payable from ad valorem taxes levied upon all taxable property located with the Pearson District. The Pearson District meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Pearson District.

Northwoods Road District No. 1 (Northwoods District) was formed by Commissioners Court in August of 2011. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Staked Plains Boulevard from Avery Ranch Subdivision to Lakeline Boulevard, and the widening and extension of Lakeline Boulevard to a four lane arterial from Lake Creek east to the Capital Metro right-of-way. The fund is also used to pay for the long-term debt expenditures for the district. The Northwoods District meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Northwoods District.

Somerset Hills Road District No. 3 (Somerset Hills District #3) was formed by the Commissioners Court in February of 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court. The Somerset Hills District #3 meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Somerset Hills District #3.

Somerset Hills Road District No. 4 (Somerset Hills District #4) was formed by the Commissioners Court in February of 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The Somerset Hills District #4 meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Somerset Hills District #4.

Williamson County Conservation Foundation is a nonprofit corporation formed under the laws of the Texas Nonprofit Corporation Act. It was formed by the Commissioners Court in December of 2002, as a pro-active approach to providing for conservation and the recovery of endangered species in the Williamson County area. The Foundation is governed by a Board appointed by the Commissioners Court, of which, two members are County Commissioners. The Foundation meets the financial accountability tests and is considered to be a blended component unit. Specifically, the Foundation's board is substantively the same as the Commissioners Court and management of the primary government has operational responsibility for the Foundation. Additionally, there is a financial burden relationship between the primary government and the Foundation.

Complete financial statements for each of the individual component units may be obtained at the Williamson County Auditor's Office.

Based upon the foregoing criteria, the following entity is not included in the accompanying financial statements: the Williamson County and Cities Health District.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the government. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenue.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenue. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenue includes: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not included in program revenue are reported as general revenues.

Measurement Focus, Basis of Accounting and Financial Statement Presentation
Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the County considers revenue to be available if collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the County.

The County reports the following major governmental funds:

The *General Fund* is the County's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Special Road and Bridge Fund* is a special revenue fund used to account for revenue derived from ad valorem taxes, vehicle registration fees, and rebates from the State of Texas. Expenditures are legally restricted for maintenance and construction of County roads and bridges.

The *Debt Service Fund* is used to account for the accumulation of resources for, and payment of, general long-term debt principal, interest, and related costs.

The *Capital Projects Fund* is used to account for the acquisition of capital assets or construction of major capital projects.

The *Grants Fund* is used to account for federal, state, and private monies provided for the enhancement of programs not fully funded by the County.

Additionally, the County reports the following fund types:

Internal Service Funds account for the Benefits Program and Fleet Maintenance services provided to other departments or agencies of the government, or to other governments, on a cost reimbursement basis.

Custodial Funds are used to account for assets held by the County on behalf of individuals and other governments. Examples include taxes, fines, bonds, and restitution.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements with the exception of interfund services provided and used.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services, or privileges provided; 2) operating grants and contributions; and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenue includes all taxes. Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the County's internal service funds are charges to customers for services. Operating expenses for the internal service funds include the cost of services, administrative expenses, and depreciation on capital assets. All revenue and expenses not meeting this definition are reported as non-operating revenue and expenses.

Note 2. Assets, Liabilities and Net Position or Fund Balance

Cash and Investments

The County pools cash resources of some funds and invests these funds jointly. Each fund owns a pro rata share of the cash and investments. The County is entitled to invest in obligations of the United States, the State of Texas, and certificates of deposit of state or national banks or savings and loan associations within the State. All investments are stated at fair market value.

Investment earnings are allocated to the respective funds based on the cash balances outstanding at the end of each month.

The County's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds".

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All trade and property tax receivables are shown net of an allowance for uncollectible amounts. Trade accounts receivable in excess of 60 days comprise the trade accounts receivable allowance for uncollectible amounts.

Ad valorem property taxes attach as enforceable liens as of January 1. Taxes are levied prior to September 30, payable on October 1, and are delinquent on February 1. The majority of the County's property tax collections occur during December and early January each year. To the extent that County property tax revenue results in current receivables as defined by the GASB they are recognized when levied.

Inventories and Prepaid Items
All inventories are valued at cost using the first-in/first-out (FIFO) method.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Deferred Contributions
Deferred contributions include the construction costs primarily of roads within the County that will be contributed upon completion to another governmental entity. Upon completion of the project, these assets will be transferred to another governmental entity and expensed in the statement of activities.

Capital Assets
Capital assets, which include property, plant, equipment and infrastructure assets (e.g. roads, bridges, sidewalks and similar items) and intangible assets (i.e., mitigation credits) are reported in the governmental activities column in the government-wide financial statements. The County defines capital assets as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

Intangible assets were modified to comply with GASB Statement No. 51. Intangible assets are not physical in nature, do not have monetary form, and are identifiable. Intangible assets include mitigation credits, unregistered trademarks, easements, and software (acquired or internally developed). Like capital assets, the County defines intangible assets with an initial cost of more than $5,000 and an estimated useful life in excess of one year.

Intangible assets with definite estimated useful lives from 2 to 60 years are amortized using the straight-line method.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings and improvements	25 - 40
Vehicles	3 - 14
Machinery and equipment	5 - 15
Infrastructure	5 - 50
Improvements other than buildings	10 - 40
Right-of-use assets	2 - 6

Federal and State Grants
Revenue from federal and state grants is recognized on the basis of actual expenditures incurred, limited to the amount of the total grant award. Shared revenue is recognized based on the fiscal period to which the entitlements received apply.

Compensated Absences
The Williamson County Personnel Policy provides employees with vacation leave and non-vesting accumulating rights to sick pay benefits. The policy allows all employees to accumulate a range of 80 to 168 hours of vacation per year depending on tenure and position, and to carry their vacation balance forward to the next fiscal year in an amount not to exceed 80 to 168 hours, respectively. Employees may also accrue up to 240 hours of compensatory time. Additionally, holiday time is accrued up to a maximum of 200 hours. Unused compensatory time and vacation leave time is paid upon termination. Governmental fund liability and expenditures are not recognized until they come due for payment.

Long-term Obligations
In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities. Bond premiums and discounts, as well as charges on refundings, are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Charges and gains on refundings are reported as deferred charges or gains and amortized over the term of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Fund Balances and Net Position

Government-Wide Financial Statements
Net Position on the Statement of Net Position includes the following categories:

Net investment in capital assets – the component of net position that reports the difference between capital assets less both the accumulated depreciation and the outstanding balance of debt, net of premiums and discounts, excluding unspent proceeds, that are directly attributable to the acquisition, construction or improvement of these capital assets.

Restricted – net position are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the County or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

Unrestricted – the difference between the assets and liabilities that is not reported in any of the classifications above.

Governmental Fund Financial Statements
The County has adopted the provisions of GASB Statement No. 54, *Fund Balance Reporting and Government Fund Type Definitions* (GASB 54). The objective of the statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing government fund type definitions. The statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Fund balance classifications, under GASB 54 are nonspendable, restricted, committed, assigned, and unassigned. These classifications reflect not only the nature of funds, but also provide clarity to the level of restriction placed upon fund balance. Fund balance can have different levels of constraint, such as external versus internal compliance requirements. Unassigned fund balance is a residual classification within the General Fund. The General Fund should be the only fund that reports a positive unassigned balance. In all other funds, unassigned is limited to negative residual fund balance.

In accordance with GASB 54, the County classifies governmental fund balances as follows:

Nonspendable – includes amounts that cannot be spent because they are either not in spendable form, or, for legal or contractual reasons, must be kept intact.

Restricted – includes fund balance amounts that are constrained for specific purposes, which are externally imposed by providers, such as creditors, or amount restricted due to constitutional provisions or enabling legislation.

Committed – includes fund balance amounts that are constrained for specific purposes that are internally imposed by the County through formal action of the highest level of decision-making authority. Committed fund balance is reported pursuant to resolution passed by the County Commissioners Court.

Unassigned – includes residual positive fund balance within the General Fund, which has not been classified within the other above-mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

When both restricted and unrestricted resources are available for use, it is the County's policy to use restricted resources first, then unrestricted resources as they are needed. Furthermore, committed fund balances are reduced first, followed by assigned amounts and then unassigned amounts where expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications can be used.

The County has established a minimum fund balance policy whereby the County's unassigned general fund balance will be maintained at levels sufficient to protect the County's creditworthiness as well as its financial position from unforeseeable emergencies. The County will strive to maintain the unassigned general fund balance at a minimum level of 35% of total general fund budgeted expenditures.

A summary of the nature and purpose of fund balances at September 30, 2023, is as follows:

	General	Special Road and Bridge	Debt Service	Capital Projects	Grants	Other Governmental	Total Governmental Funds
Fund balances							
Nonspendable							
Inventory	$ -	$ 1,099,197	$ -	$ -	$ -	$ -	$ 1,099,197
Prepaid items	88,808	3,175	-	-	-	16,597	108,580
Total nonspendable	88,808	1,102,372	-	-	-	16,597	1,207,777
Restricted for							
Construction and maintenance of roads and bridges	-	32,000,117	-	-	-	54,459,936	86,460,053
Payment of general long-term debt principal, interest and related costs	-		10,376,520	-	-	2,015,562	12,392,082
Acquisition of capital assets	-	-	-	528,774,083	-	4,774,028	533,548,111
Construction and improvements of court buildings	-	-	-	-	-	325,313	325,313
Court mediations	-	-	-	-	-	764,222	764,222
Third Court of Appeals	-	-	-	-	-	905	905
Child safety, health or nutrition	-	-	-	-	-	864,844	864,844
The conservation of endangered species	-	-	-	-	-	14,517,555	14,517,555
Technological enhancements	-	-	-	-	-	438,633	438,633
The County Jail	-	-	-	-	-	3,228,011	3,228,011
Drug cases, drug education or equipment for law enforcement	-	-	-	-	-	838,784	838,784
The Radio Communication System	-	-	-	-	-	539,085	539,085
Maintenance, digitalization and preservation of County and Court records	-	-	-	-	-	14,783,077	14,783,077
Court reporter	-	-	-	-	-	809,940	809,940
Teen Court Program	-	-	-	-	-	3,604	3,604
Administration and Enforcement of Fire Code	-	-	-	-	-	297,044	297,044
Courthouse and Justice of the Peace security	-	-	-	-	-	1,009,038	1,009,038
Specialty Courts	-	-	-	-	-	187,921	187,921
Voting and election services	-	-	-	-	-	2,616,481	2,616,481
Juvenile and guardianship programs	-	-	-	-	-	1,360,133	1,360,133
Law library	-	-	-	-	-	1,376,705	1,376,705
Medical services	-	-	-	-	-	9,961,557	9,961,557
Training	-	-	-	-	-	91,515	91,515
Regional animal shelter	-	-	-	-	-	858,464	858,464
The City of Hutto and Hutto ISD	-	-	-	-	-	672,165	672,165
Recreational facilities	-	-	-	-	-	1,950,724	1,950,724
Historical commission	-	-	-	-	-	15,898	15,898
Williamson County landfill	-	-	-	-	-	6,267,679	6,267,679
Healthcare Participation Program	-	-	-	-	-	5,850,080	5,850,080
Community Improvement Projects Precinct 4	-	-	-	-	-	20,000	20,000
Total restricted	-	32,000,117	10,376,520	528,774,083	-	130,898,903	702,049,623
Committed to							
Cash reduction plan and long term transportation plan	48,727,639	-	-	-	-	-	48,727,639
Employee recognition programs	85,787	-	-	-	-	-	85,787
Total committed	48,813,426	-	-	-	-	-	48,813,426
Unassigned	153,654,737	-	-	-	-	-	153,654,737
Total fund balances	$ 202,556,971	$ 33,102,489	$ 10,376,520	$ 528,774,083	$ -	$ 130,915,500	$ 905,725,563

Pensions
The County has adopted accounting policy in response to GASB Statement No. 68, *Accounting and Financial Reporting for Pensions, An Amendment of GASB Statement No. 27* (GASB 68). For purposes of measuring the net pension liability, pension related deferred outflows and inflows of resources, and pension expense, the County specific information about its Fiduciary Net Position in the Texas County and District Retirement System (TCDRS) and additions to/deductions from the County's Fiduciary Net Position have been determined on the same basis as they are reported by TCDRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Information regarding the County's Total Pension Liability is obtained from TCDRS through a report prepared for the County by TCDRS consulting actuary, Milliman, in compliance with GASB 68.

Other Postemployment Benefits (OPEB)
Other Postemployment Benefits (OPEB) cost for retiree healthcare and similar, non-pension retiree benefits, is required to be measured and disclosed using the accrual basis of accounting, regardless of the amount recognized as OPEB expense on the modified accrual basis of accounting. Annual OPEB cost is calculated in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (GASB 75). GASB 75 requires a liability for OPEB obligations to be recognized on the balance sheets of participating employers. Changes in OPEB liability will be immediately recognized as OPEB expense on the income statement or reported as deferred inflows/outflows of resources depending on the nature of the change. Information regarding the County's OPEB liability is obtained through a report prepared for the County by Milliman, a consulting actuary, in compliance with GASB 75.

Leases

Lessee
The County is a lessee for non-cancelable leases of office equipment. The County recognizes a lease liability and an intangible right-to-use lease asset in the government-wide financial statements. At the commencement of a lease, the County initially measures the lease liability at the present value of the payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amounts of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgements related to leases include how the County determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The County uses the interest rate charges by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the County generally uses its estimated incremental borrowing rate as the discount rate for leases.

- The lease term includes the non-cancelable period of the lease. Lease payments included in the measurement of the lease liability are composes of fixed payments and purchase option price the County is reasonably certain to exercise.

The County monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

Lessor
The County is a lessor for non-callable leases of facilities and land. The County recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the County initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of the lease payments received.

Key estimates and judgements include how the County determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The County uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the non-cancelable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The County monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Lease receivables are reported with other assets and deferred inflow related to leases are reported with deferred inflows on the statement of net position and balance sheet.

Subscription-Based Information Technology Arrangements (SBITAs)
The County has noncancellable contracts with SBITA vendors for the right to use information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets). The County recognizes a subscription liability, reported with long-term debt, and a right-of-use subscription asset (an intangible asset), reported with other capital assets, in the government-wide and proprietary fund financial statements. The County recognizes subscription liabilities with an initial, individual value of $5,000 or more.

At the commencement of a SBITA, the County initially measures the subscription liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription liability is reduced by the principal portion of SBITA payments made. The subscription asset is initially measured as the initial amount of the subscription liability, adjusted for SBITA payments made at or before the SBITA commencement date, plus certain initial implementation costs. Subsequently, the subscription asset is amortized on a straight-line basis over the shorter of the subscription term or the useful life of the underlying IT assets.

Key estimates and judgments related to SBITAs include how the County determines (1) the discount rate it uses to discount the expected subscription payments to present value, (2) subscription term, and (3) subscription payments.

- The County uses the interest rate charged by the SBITA vendor as the discount rate. When the interest rate charged by the SBITA vendor is not provided, the County generally uses its estimated incremental borrowing rate as the discount rate for SBITAs.
- The subscription term includes the noncancellable period of the SBITA.
- Subscription payments included in the measurement of the subscription liability are composed of fixed payments, variable payments fixed in substance or that depend on an index or a rate, termination penalties if the County is reasonably certain to exercise such options, subscription contract incentives receivable from the SBITA vendor, and any other payments that are reasonably certain of being required based on an assessment of all relevant factors.

The County monitors changes in circumstances that would require a remeasurement of its SBITAs and will remeasure the subscription asset and liability if certain changes occur that are expected to significantly affect the amount of the subscription liability.

Deferred Outflows/Inflows of Resources
In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

The County has the following items that are reported as deferred outflows or deferred inflows of resources.

- *Deferred charges/gains on refundings* – A deferred charge/gain on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. Deferred charges are reported as a deferred outflow and deferred gains are reported as a deferred inflow, and both are amortized over the shorter of the life of the refunded or refunding debt.
- *Deferred inflows related to leases* – This is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.
- *Pension contributions after measurement date* – These contributions are reported as a deferred outflow and recognized in the following fiscal year.
- *Net Difference in projected and actual earnings on pension assets* – This difference is reported as a deferred outflow and amortized over a closed five-year period.
- *Difference in projected and actual experience and changes in assumptions for pension and OPEB* – These differences are reported as both a deferred outflow and inflow and amortized over the average service life for all active, inactive, and retired members.
- *Deferred revenues* – revenues that have been billed but not yet collected or collected within the availability period are reported as unavailable revenues. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Use of Estimates
The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual amounts could differ from those estimates.

Implementation of New Accounting Standards
GASB Statement No. 96, Subscription-Based Information Technology Arrangements (GASB 96), provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users. This statement 1) defines a SBITA; 2) establishes that a SBITA results in a right-to-use subscription asset – an intangible asset - and a corresponding subscription liability; 3) provides the capitalization criteria for outlays other than subscription payments; and 4) requires note disclosures regarding a SBITA. The requirements of this statement are effective for reporting periods beginning after June 15, 2022, with earlier application encouraged. GASB 96 was implemented in the the County's 2023 financial statements, resulting in recognition of $955,226 in subscription liabilities and subscription assets as of October 1, 2022 in the government-wide financial statements to conform to the new standard.

Note 3. Stewardship, Compliance, and Accountability

Budgetary Information
In accordance with the Local Government Budget and Fiscal Control Act, the County follows these procedures in establishing the budgetary data reflected in the financial report:

1. The Budget Officer submits to the County Commissioners a proposed operating budget for the fiscal year commencing the following October. The operational budget includes proposed expenditures and the means of financing them.

2. Public hearings are conducted to obtain taxpayer comments.

3. The budget is legally enacted through passage of an ordinance by September 30 each year.

The County Commissioners may amend the budget ordinance at any time after its adoption so long as the amended ordinance continues to meet the requirements of "Local Government Budget and Fiscal Control Act". During the year, several supplementary appropriations to the original budget were necessary. The County's legally adopted budget is at the function level. For internal management purposes, the budgets are detailed by line item and entered into the accounting records. Comparisons of actual expenditures or expenses to budget are made on an ongoing basis. Budgets of the General, Special Revenue, and Debt Service are prepared on an annual basis. Formal budgetary integration is not employed for Capital Projects Funds because budgetary control is achieved through legally binding construction contracts.

Budgets are adopted on a basis consistent with generally accepted accounting principles. Annual appropriated budgets are adopted for the General, Special Revenue (except as noted in the following paragraph), and Debt Service Funds. All annual appropriations lapse at fiscal year-end.

Annually appropriated budgets are not adopted for all Special Revenue Funds. The Appellate Judicial System, Child Abuse Prevention, Child Safety, Community Improvement Pct. 4, County Sheriff, District Attorney Welfare Fraud, Fire Code Enforcement, Grants, Juvenile Delinquency Prevention, Local Provider Participation, Pass-through Funding Program, Somerset Hills Road District No. 3, Unclaimed Juvenile Restitution, WM-City of and Hutto ISD, WM-Community Recreation Facility, WM-Future Environmental Liability, and WM-Master Site Development do not have legally adopted budgets. Accordingly, budget and actual comparisons do not include these funds.

Deficit Unrestricted Net Position

A deficit unrestricted net position of approximately $777,218,000 exists in governmental activities as of September 30, 2023. This deficit is primarily the result of the County issuing bonds to finance the construction of infrastructure contributed to other governmental entities. As of September 30, 2023, the amount of bonds outstanding that were used to finance construction of assets transferred to another governmental entity was approximately $451,700,000. These bonds will be paid with future property tax revenues restricted for debt service.

Note 4. Deposits and Investments

The Public Funds Investment Act (Government Code Chapter 2256) contains specific provisions in the areas of investment practices, management reports, and establishment of appropriate policies. Among other things, it requires the County to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity; (2) portfolio diversification; (3) allowable investments; (4) acceptable risk levels; (5) expected rates of return; (6) maximum allowable stated maturity of portfolio investments; (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio; (8) investment staff quality and capabilities; and (9) competitive bidding processes where applicable. Statutes authorize the County to invest in (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas; (2) certificates of deposit; (3) certain municipal securities; (4) money market savings accounts; (5) repurchase agreements; (6) bankers acceptances; (7) mutual funds; (8) investment pools; (9) guaranteed investment contracts; and (10) common trust test procedures related to investment practices as provided by the Act. The County is in substantial compliance with the requirements of the Act and with local policies.

Certain investment types are not required to be measured at fair value; these include certain investment pools in which the underlying portfolio is measured at amortized cost. Other investment pools, in which underlying portfolio investments are measured at fair value, are reported by the County at the net asset value (NAV) determined by the pool, which approximates fair value.

TexPool

TexPool is duly chartered and overseen by the State Comptroller's Office, administered and managed by Federated Investors, Inc. State Street Bank serves as the custodial bank. The portfolio consists of U.S. Government securities, collateralized repurchase and reverse repurchase agreements, and AAA rated money market mutual funds.

TexPool transacts at a net asset value of $1.00 per share, has a weighted average maturity of 60 days or less and weighted average life of 120 days or less, investments held are highly rated by a nationally recognized statistical rating organization, have no more than 5% of portfolio with one issuer (excluding US government securities), and can meet reasonably foreseeable redemptions. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity.

TexPool Prime
TexPool Prime is duly chartered and overseen by the State Comptroller's Office, administered and managed by Federated Investors, Inc. State Street Bank serves as the custodial bank. The portfolio consists of U.S. Government securities, collateralized repurchase and reverse repurchase agreements, AAA rated money market mutual funds, commercial paper and certificates of deposit.

TexPool Prime transacts at a net asset value of $1.00 per share, has a weighted average maturity of 60 days or less and weighted average life of 120 days or less, investments held are highly rated by a nationally recognized statistical rating organization, have no more than 5% of portfolio with one issuer (excluding US government securities), and can meet reasonably foreseeable redemptions. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity.

Texas Cooperative Liquid Asset Securities System Trust (Texas CLASS)
Texas CLASS was created in accordance with the requirements contained in section 2256.016 of the Public Funds Investment Act (PFIA). The Texas CLASS Trust Agreement is an agreement of indefinite term regarding the investment, reinvestment, and withdrawal of local government funds. The parties to the Trust Agreement are Texas local government entities that choose to participate in the Trust (the Participants), Public Trust Advisors, LLC (Public Trust) as Program Administrator, and Wells Fargo Bank Texas, N.A. as Custodian.

Texas CLASS Portfolio
Texas CLASS is an external investment pool measured at fair value, i.e. net asset value. The investment pool strategy is to seek preservation of principal, liquidity and current income through investment in a diversified portfolio of short term marketable securities. There are no unfunded commitments related to the investment pool. Texas CLASS has a redemption notice period of one day and may redeem daily. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity. The Texas CLASS portfolio consists of U.S. Government securities; collateralized repurchase and reverse repurchase agreements; AAA rated money market mutual funds; and commercial paper.

Texas CLASS Government Portfolio
Texas CLASS Government is an external investment pool measured at fair value, i.e. net asset value. The investment pool strategy is to seek preservation of principal, liquidity and current income through investment in a diversified portfolio of short term marketable securities. There are no unfunded commitments related to the investment pool. Texas CLASS has a redemption notice period of one day and may redeem daily. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity. The Texas CLASS Government portfolio consists of U.S. Government securities; collateralized repurchase and reverse repurchase agreements; and AAA rated money market mutual funds.

Local Government Investment Cooperative (LOGIC)
LOGIC is duly chartered by the State of Texas Interlocal Cooperation Act, is administered by Hilltop Securities, Inc. and J.P. Morgan Investment Management, Inc. (JPMIM), and managed by JPMIM, who provides custody and investment management.

LOGIC's investment objectives are to seek preservation of principal, liquidity, and current income through investment in a diversified portfolio of short-term marketable securities. The portfolio will maintain a dollar-weighted average maturity that does not exceed 60 days and seeks to maintain a net asset value of $1.00 per share. LOGIC may invest in securities including: obligations of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; other obligations which are unconditionally guaranteed or insured by the U.S.; fully collateralized repurchase agreements with a defined termination date and unconditionally guaranteed or insured by the U.S. or its agencies and instrumentalities; SEC-registered money-market fund rated in the highest rating category by at least one nationally recognized statistical rating organization (NRSRO); and commercial paper as authorized under the Public Funds Investment Act. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity.

The County categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. GASB Statement No. 72, *Fair Value Measurement and Application* provides a framework for measuring fair value which establishes a three-level fair value hierarchy that describes the inputs that are used to measure assets and liabilities.

- Level 1 inputs are quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date.
- Level 2 inputs are inputs – other than quoted prices included within Level 1- that are observable for an asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for an asset or liability.

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. If a price for an identical asset or liability is not observable, a government should measure fair value using another valuation technique that maximizes the use of relevant observable inputs and minimizes the use of unobservable inputs. If the fair value of an asset or a liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement. The Level 2 investments below represent approximate fair value of the County's commercial paper based on quoted market prices or alternative pricing sources and models utilizing observable inputs.

The County has recurring fair value measurements as presented in the table below. The County's investment balances and weighted average maturity of such investments are as follows:

Investment Type	September 30, 2023	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Observable Inputs (Level 3)	Weighted Average Maturity (Days)
Investments not subject to fair value (amortized cost)					
TexPool	$ 132,747,953	$ -	$ -	$ -	26
TexPool Prime	84,626,257	-	-	-	39
LOGIC	46,869,260	-	-	-	42
Texas Class	84,553,114	-	-	-	49
Texas Class Government Class	5,124,694	-	-	-	23
Investments by fair value level					
CD Investments	-	6,374,694	-	-	127
U.S. Equity Securities	-	70,905,278	-	-	239
U.S. Agency Securities	-	578,388,015	-	-	360
U.S. Treasury Bonds	-	37,508,796	-	-	126
Total	$ 353,921,278	$ 693,176,783	$ -	$ -	

Interest Rate Risk. In accordance with its investment policy, the County manages its exposure to declines in fair market values by limiting the average dollar-weighted maturity of its portfolio to a maximum of 365 days.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the County's deposits may not be returned to it. State statutes require that all deposits in financial institutions be fully collateralized by U. S. Government Obligations or its agencies and instrumentalities or direct obligations of Texas or its agencies and instrumentalities that have a fair value of not less than the principal amount of deposits.

Credit Risk. It is the County's policy, as defined in the Texas Public Funds Investment Act, to limit its investments to investment types with an investment quality rating not less than A or its equivalent by a nationally recognized statistical rating organization. The money market and CD investments are not rated.

The remainder of the County's investments are rated as follows:

Investment Type	Rating	Rating Agency
TexPool	AAAm	Standard & Poor's
TexPool Prime	AAAm	Standard & Poor's
LOGIC	AAA	Standard & Poor's
Texas Class	AAAm	Standard & Poor's
Texas Class Government	AAAm	Standard & Poor's
U.S. Agency Securities	AA+	Standard & Poor's

Note 5. Receivables and Unearned Revenue

Receivables as of year-end for the County's individual major funds and non-major funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

	Governmental Funds						
	General	Special Road and Bridge	Debt Service	Capital Projects	Grants	Other Governmental Funds	Total
Receivables							
Property taxes	$ 2,028,602	$ 339,524	$ 1,323,203	$ -	$ -	$ 19,679	$ 3,711,008
Adjudicated fines	2,623,483	-	-	-	-	-	2,623,483
Emergency medical services	21,747,715	-	-	-	-	-	21,747,715
Due from Other governments	651,158	-	-	11,569,418	2,131,209	5,325,402	19,677,187
Interest	379,142	165,191	-	3,062,002	-	117,904	3,724,239
Other	1,512,886	119,599	-	-	-	823,549	2,456,034
Gross receivables	28,942,986	624,314	1,323,203	14,631,420	2,131,209	6,286,534	53,939,666
Less: allowance for uncollectibles	13,109,292	-	-	-	-	-	13,109,292
Net total receivables	$ 15,833,694	$ 624,314	$ 1,323,203	$ 14,631,420	$ 2,131,209	$ 6,286,534	$ 40,830,374

Governmental funds report unavailable revenue in connection with receivables for revenue that is not considered to be available to liquidate liabilities of the current period, which will be reported as the deferred inflow of resources in the government funds. Governmental funds also record unearned revenues in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of unavailable revenue and unearned revenue reported in the governmental funds were as follows:

	Deferred Inflows	Unearned
General fund		
Delinquent property taxes receivable	$ 1,965,094	$ -
Adjudicated fines	749,109	-
Emergency medical services	8,455,747	-
Leases	699,789	-
Other	-	456,592
Total general fund	11,869,739	456,592
Special road and bridge		
Delinquent property taxes receivable	325,662	-
Other	-	7,925
Total special road and bridge	325,662	7,925
Debt service fund		
Delinquent property taxes receivable	1,284,212	-
Total debt service fund	1,284,212	-
Capital projects fund		
Intergovernmental	-	1,633,144
Total capital projects fund	-	1,633,144
Grants fund		
Federal and state grant funds	-	104,397,227
Total grants fund	-	104,397,227
Other governmental funds		
Delinquent property taxes receivable	19,241	-
Animal shelter fees	288,051	-
Total other governmental funds	307,292	-
Total governmental funds	$ 13,786,905	$ 106,494,888

Note 6. Capital Assets

Capital asset activity for the year ended September 30, 2023, was as follows:

	Beginning Balance	Additions/ Transfers to	Disposals/ Transfers from	Ending Balance
Governmental activities				
Capital assets, not being depreciated / amortized				
Land	$ 573,177,792	$ 105,277,695	$ (32,856)	$ 678,422,631
Intangibles	3,374,622	4,690,736	-	8,065,358
Construction in progress	141,006,843	143,664,304	(45,586,861)	239,084,286
Total assets not being depreciated / amortized	717,559,257	253,632,735	(45,619,717)	925,572,275
Capital assets being depreciated / amortized				
Buildings and improvements	290,957,047	32,468,126	(98,895)	323,326,278
Machinery and equipment	127,057,959	5,624,510	(2,529,326)	130,153,143
Infrastructure	609,819,392	39,816,868	(222,731)	649,413,529
Intangible	15,412,211	247,292	(64,239)	15,595,264
Right-to-use Asset - leases	680,935	159,860	(28,540)	812,255
Right-to-use Asset - subscriptions	955,226	5,713,815	-	6,669,041
Total capital assets being depreciated / amortized	1,044,882,770	84,030,471	(2,943,731)	1,125,969,510
Less: accumulated Depreciation / amortization				
Buildings and improvements	(103,374,650)	(8,495,401)	-	(111,870,051)
Machinery and equipment	(73,638,223)	(9,788,545)	212,971	(83,213,797)
Infrastructure	(248,693,043)	(27,637,160)	221,405	(276,108,798)
Intangible	(13,501,260)	(683,619)	64,239	(14,120,640)
Right-to-use Asset - leases	(215,447)	(241,108)	28,540	(428,015)
Right-to-use Asset - subscriptions	-	(1,497,484)	-	(1,497,484)
Total accumulated depreciation / amortization	(439,422,623)	(48,343,317)	527,155	(487,238,785)
Total capital assets being depreciated / amortized, net	605,460,147	35,687,154	(2,416,576)	638,730,725
Governmental activities Capital assets, net	$ 1,323,019,404	$ 289,319,889	$ (48,036,293)	$ 1,564,303,000

Depreciation / amortization expense was charged to functions/programs of the County as follows:

Governmental activities		
General government	$	5,954,658
Public safety		9,339,635
Transportation support		29,524,434
Judicial		861,695
Community services		2,436,492
Capital assets held by the County's internal service funds are charged to the various functions based on their usage of the assets		226,403
Total depreciation / amortization expense - governmental activities	$	48,343,317

Construction Commitments

The County has active construction projects as of September 30, 2023. The projects include road construction, parks and park improvements, as well as facilities construction. As of September 30, 2023, the County's commitments with contractors were as follows:

Project	Spent-to-date	Remaining Commitment
Road construction, parks and park improvements, facilities construction	$ 1,915,038,498	$ 223,837,425

Note 7. Interfund Receivables, Payables, and Transfers

The composition of interfund transfers for the year ended September 30, 2023 is as follows:

	Transfers In					
	General	Debt Service	Capital Projects	Grants	Other Governmental	Total
Transfers out						
General	$ -	$ -	$ 14,938,141	$ 218,414	$ 1,411,312	$ 16,567,867
Special road and bridge	-	-	15,803,252	-	-	15,803,252
Capital projects	-	-	-	1,741,329	-	1,741,329
Other governmental	1,590	21,024,133	337,093	89,461	567,406	22,019,683
Grant	-	-	4,156,417	-	-	4,156,417
Total transfers out	$ 1,590	$ 21,024,133	$ 35,234,903	$ 2,049,204	$ 1,978,718	$ 60,288,548

During the year, the General Fund transferred $14,938,141 to the Capital Projects Fund as part of the County's long-term transportation plan. It transferred $218,414 to the grants fund to provide local matching for various interlocal grants. It also transferred $1,411,312 to the Regional Animal Shelter Fund to assist with operational costs.

The Road and Bridge Fund transferred $15,803,252 to the Capital Projects Fund for various capital projects.

The Capital Projects Fund transferred $1,741,329 to the Grants Fund to provide local matching for intergovernmental grants.

The County Attorney Hot Checks Fund transferred $1,590 to the General Fund to assist with payment of expenditures. The Pass-through Toll Fund transferred $21,024,133 to the Debt Service Fund to assist with debt service requirements. The Conservation Fund transferred $89,461 to the Grants Fund to provide local matching for intergovernmental grants. The WM – City of Hutto and Hutto ISD Fund transferred $337,093 to the Capital Projects Fund for waterline projects.

The Grants Fund transferred $4,156,417 to the Capital Projects Fund for a county building project.

The Election Services Contract Fund transferred $118,492 and $448,914 to the Elections Services Contract Discretionary Fund and the Election HAVA Fund, respectively, to fund various fees.

Additionally, $1,236,832 as a due from other funds in the General Fund from one non-major governmental funds and an internal service fund to cover a cash deficit in those funds as of September 30, 2023.

Note 8. Lease Receivable

The County leases various facilities and land to lessees. These leases are non-cancellable and terminate no later than October 2026. These leases are being presented in aggregate. The County recognized $158,322 in lease revenue and $5,609 in interest revenue during the current fiscal year related to these leases. As of September 30, 2023, the County's receivable for lease payments was $709,084. Also, the County has a deferred inflow of resources associated with these leases that will be recognized as revenue over the lease term. As of September 30, 2023, the balance of the deferred inflow of resources was $699,789.

Principal and interest requirements to maturity for the lease receivable at September 30, 2023, are as follows:

Fiscal Years Ending September 30:	General Governmental		
	Principal	Interest	Total
2024	$ 173,727	$ 14,650	$ 188,377
2025	172,725	12,577	185,302
2026	53,558	10,686	64,244
2027	55,112	8,986	64,098
2028	57,386	7,204	64,590
2029-2033	196,576	12,170	208,746
	$ 709,084	$ 66,273	$ 775,357

Note 9. Lease Payable

The County has entered into multiple lease agreements as lessee. The leases allow the right-to-use equipment over the term of the lease. The County is required to make monthly payments at its incremental borrowing rate or interest rate stated or implied within the leases. In fiscal year 2023, the County had right-to-use assets of $812,255, which are recorded in capital assets on the statement of net position. These assets had $428,015 in accumulated amortization for the fiscal year of 2023.

The lease payables are reported with other long-term liabilities on the statement of net position. In the fiscal year 2023, the County reduced these payables by $238,737. The ending balance of these lease liabilities at September 30, 2023 was $389,271.

The lease rate, term, and ending lease liability are as follows:

Governmental activities	Interest Rate	Lease Term Years	Balance at Year End
Office Equipment	0.2% - 3.18%	3-7	$ 389,271
Total Governmental activities			$ 389,271

Principal and interest requirements to maturity for the lease payables as of September 30, 2023 are as follows:

Fiscal Years Ending September 30:	Principal	Interest	Total
2024	$ 136,174	$ 6,299	$ 142,473
2025	99,631	4,821	104,452
2026	59,575	3,468	63,043
2027	42,941	2,218	45,159
2028	23,520	1,266	24,786
2029-2030	27,430	585	28,015
	$ 389,271	$ 18,657	$ 407,928

Note 10. Subscription-Based Information Technology Arrangements (SBITAs)

The County has entered into multiple SBITAs that allow the right-to-use the SBITA vendor's information technology software over the subscription term. The County is required to make monthly payments at its incremental borrowing rate or the interest rate stated or implied within the SBITAs. The SBITA rate, term and ending subscription liability are as follows:

Governmental Activities	Interest Rate	Lease Term Years	Balance at Year End
Operational Software	0 - 3.15%	1-4	$ 4,614,762
Total Governmental activities			$ 4,614,762

The future principal and interest SBITA payments as of fiscal year are as follows:

Fiscal Years Ending September 30,	Governmental Activities		
	Principal	Interest	Total
2024	$ 1,335,090	$ 122,523	$ 1,457,613
2025	1,194,174	87,796	1,281,970
2026	1,055,410	55,106	1,110,516
2027	1,030,088	26,865	1,056,953
	$ 4,614,762	$ 292,290	$ 4,907,052

Note 11. Long-term Liabilities

The following is a summary of the long-term liability transactions of the County, including blended component units, for the year ended September 30, 2023:

	Balance September 30, 2022	Additions	Retirements	Balance September 30, 2023	Amounts Due Within One Year
Governmental activities					
Bonds payable	$ 1,139,815,000	$ 143,265,000	$ (125,220,000)	$ 1,157,860,000	$ 107,160,000
Premium	97,880,532	13,412,059	(12,862,523)	98,430,068	10,812,636
Discounts	(863,287)	(103,501)	89,573	(877,215)	(51,531)
Total bonds payable	1,236,832,245	156,573,558	(137,992,950)	1,255,412,853	117,921,105
Leases Payable	468,148	159,860	(238,737)	389,271	136,174
Subscriptions Payable	955,226	5,426,751	(1,767,215)	4,614,762	1,335,090
Net pension liability (Asset)	(15,236,030)	167,569,055	(31,172,549)	121,160,476	-
Total OPEB liability	55,615,361	6,512,976	(9,670,490)	52,457,847	-
Compensated absences	5,912,067	6,144,423	(5,585,485)	6,471,005	6,471,005
Total governmental activities	$ 1,284,547,017	$ 342,386,623	$ (186,427,426)	$ 1,440,506,214	$ 125,863,374

The compensated absences liability will be liquidated primarily by the General Fund and the Special Road and Bridge Fund. The OPEB obligation will be liquidated primarily by the General Fund. The net pension liability will be liquidated primarily by the General Fund.

Per Williamson County policy, sick leave is not paid out upon termination and is not included in the compensated absences calculation. Compensated absences includes accrued vacation, holiday and comp time that will be paid within the following year. It is expected that the entire amount will be expended during the following year.

Approximately $706,180,000 of the County's bonds outstanding as of September 30, 2023 were issued to construct or acquire capital assets for the County. As of September 30, 2023, the amount of bonds outstanding that are not used to construct or acquire assets for the County was approximately $451,700,000. These bonds will be paid with future property tax revenues restricted for debt service.

Bonds

Long-term debt of the County consists of various issues of capital and non-capital related General Obligation Bonds and Certificates of Obligation. General Obligation Bonds require voter approval at a public election before issuance, while Certificates of Obligation are issued upon the vote of the Commissioners Court. Both types are backed by the full faith and credit of the County. Debt service is primarily paid from ad valorem taxes with the exception of the Pass Through Toll Revenue and Limited Tax Certificates of Obligation which are payable from Pass Through Toll Revenue from TXDOT. Long-term debt is allocated between capital and non-capital related bonds based upon the ratio of capital expenditures to total bond proceeds expended for each bond.

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
12/01/2012	Limited Taxable Refunding Bonds Series 2012	02/15/2029	$32,895,000	0.55 - 3.0%	2/15, 8/15	$14,320,000
04/15/2013	Limited Tax Refunding Bonds Series 2013	02/15/2024	71,750,000	1.0 - 4.0%	2/15,8/15	870,000
04/15/2013	Pass Through Revenue & LTD Tax Bonds Series 2013	02/15/2024	14,985,000	1.0 - 4.0%	2/15, 8/15	910,000
04/10/2014	Unlimited Tax Road Bonds Series 2014	02/15/2025	91,750,000	2.0 - 5.0%	2/15, 8/15	6,845,000
10/28/2014	Limited Tax Refunding Bonds Series 2014	02/15/2025	77,345,000	3.06%	2/15, 8/15	33,655,000
04/23/2015	Limited Tax Refunding Bonds Series 2015	02/15/2034	74,295,000	2.0 - 5.0%	2/15, 8/15	56,570,000
05/28/2015	Unlimited Tax Road Bonds Series 2015	02/15/2029	90,205,000	4.0 -5.0%	2/15, 8/15	16,935,000
05/28/2015	Combination Tax & Revenue Certificates Series 2015	02/15/2029	59,645,000	2.0 -5.0%	2/15, 8/15	13,810,000
10/15/2015	Limited Tax Refunding Bonds Series 2015A	02/15/2026	16,175,000	2.0 – 4.0%	2/15, 8/15	15,855,000
06/01/2016	Limited Tax Park Bonds Series 2016	02/15/2036	$18,350,000	2.0 – 5.0%	2/15, 8/15	$13,630,000

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
07/01/2016	Limited Tax Refunding Bonds Series 2016	02/15/2036	$37,980,000	1.5 – 5.25%	2/15, 8/15	$28,665,000
07/26/2017	Limited Tax Refunding Bonds Series 2017	02/15/2032	43,230,000	2.0 – 5.0%	2/15, 8/15	35,710,000
12/06/2017	Unlimited Tax Road Bonds Series 2017	02/15/2042	71,860,000	2.0 – 5.0%	2/15, 8/15	62,060,000
02/19/2020	Unlimited Tax Road Bonds Series 2020	02/15/2040	263,855,000	2.375 – 5.0%	2/15, 8/15	240,675,000
02/19/2020	Limited Tax Refunding and Park Series 2020	02/15/2040	40,065,000	3.0 – 5.0%	2/15, 8/15	30,825,000
02/17/2021	Limited Tax Refunding Bonds Series 2021	02/15/2031	12,670,000	2.0 – 4.0%	2/15, 8/15	8,145,000
02/17/2021	Limited Tax Refunding Bonds Taxable Series 2021	02/15/2033	180,760,000	.141 – 1.65%	2/15, 8/15	173,395,000
08/25/2021	Limited Tax Notes Series 2021	02/15/2028	175,510,000	4.0 – 5.0%	2/15, 8/15	130,985,000
07/20/2022	Unlimited Tax Road Bonds Taxable Series 2022	02/15/2042	104,715,000	4.0 – 5.0%	2/15, 8/15	101,885,000
05/10/2023	Limited Tax Notes Series 2023	02/15/2030	$137,155,000	5.0%	2/15 , 8/15	$137,155,000

In May 2023, the County issued $137,155,000 in Limited Tax Series. The bonds constitute direct obligations of the District, payable from ad valorem taxes levied upon all taxable property. Interest at a rate range from 5.0% is payable at February 15 and August 15 of each year.

In September 2023, the County legally defeased outstanding bonds totaling $29,410,000 by depositing approximately $29,978,786 in trust with a bond escrow agent. This resulted in an expected cash flow savings of approximately $9,377,257 over the life of the bonds.

The irrevocable trust account assets and liabilities for the defeased bonds are not included in the County's financial statements. On September 30, 2023, $162,635,000 of bonds considered defeased are still outstanding.

Blended Component Unit – Avery Ranch Road District No. 1

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
05/23/2019	Unlimited Tax Refunding Bonds Series 2019	08/15/2025	$3,550,000	3.0 - 4.0%	2/15, 8/15	$1,430,000

The bonds listed above were issued by Avery Ranch Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Avery Ranch Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

Blended Component Unit – Pearson Place Road District

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
08/15/2016	Unlimited Tax Road Bonds Series 2016	08/15/2041	$5,315,000	2.0 - 4.0%	2/15, 8/15	$4,410,000

The bonds listed above were issued by Pearson Place Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Pearson Place Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

Blended Component Unit – Northwood Road District No. 1

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
09/12/2017	Unlimited Tax Road Bonds Series 2017	08/15/2042	$8,520,000	2.0 - 4.0%	2/15, 8/15	$6,925,000
12/19/2018	Unlimited Tax Road Bonds Series 2018	08/15/2043	$2,345,000	4.0%	2/15, 8/15	$2,090,000

The bonds listed above were issued by Northwood Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Northwood Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

Blended Component Unit – Somerset Hills Road District No. 3

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
09/12/2023	Unlimited Tax Road Bonds Series 2023	08/15/2048	$850,000	4.0-4.9%	2/15, 8/15	$850,000
09/12/2023	Unlimited Tax Road Bonds, Taxable Series 2023	08/15/2048	$2,665,000	5.85- 7.2%	2/15, 8/15	$2,665,000

The bonds listed above were issued by Somerset Hills Road District #3, a blended component unit of Williamson County. The bonds constitute direct obligations of the Somerset #3 payable from ad valorem taxes levied upon all taxable property located within the Road District.

In September 2023, the District issued $3,515,000 in Unlimited Tax Road Bonds. The bonds constitute direct obligations of the District, payable from ad valorem taxes levied upon all taxable property located within the Road District. Interest at a rate of ranging from 4.00 – 7.20% is payable at February 15 and August 15 of each year.

Blended Component Unit – Somerset Hills Road District No. 4

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
09/29/2020	Unlimited Tax Road Bonds Series 2020	08/15/2045	$1,335,000	1.5 – 3.1%	2/15, 8/15	$1,210,000
09/29/2020	Unlimited Tax Road Bonds Taxable Series 2020	08/15/2045	2,555,000	2.45 – 5.15%	2/15, 8/15	2,350,000
09/14/2021	Unlimited Tax Road Bonds Series 2021	08/15/2046	2,045,000	1.45 – 3.00%	2/15, 8/15	1,980,000
09/14/2021	Unlimited Tax Road Bonds Taxable Series 2021	08/15/2046	3,805,000	2.45 – 4.90%	2/15, 8/15	3,705,000
09/13/2022	Unlimited Tax Road Bonds Taxable Series 2022	08/15/2047	4,750,000	3.90 – 5.50%	2/15, 8/15	4,750,000
09/12/2023	Unlimited Tax Road Bonds, Taxable Series 2023	8/15/2048	$2,595,000	5.125 – 5.50%	2/15 , 8/15	$2,595,000

The bonds listed above were issued by Somerset Hills Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Somerset Hills Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

In September 2023, the District issued $2,595,000 in Unlimited Tax Road Bonds. The bonds constitute direct obligations of the District, payable from ad valorem taxes levied upon all taxable property located within the Road District. Interest at a rate of ranging from 5.125 – 5.50% is payable at February 15 and August 15 of each year.

Debt Service Requirement – All Bonds and Tax Anticipation Notes
The debt service requirements to maturity on all bonds and tax anticipation notes are:

Fiscal Years Ending September 30:	Principal	Interest	Total
2024	$ 107,160,000	$ 43,016,285	$ 150,176,285
2025	122,765,000	36,898,322	159,663,322
2026	126,615,000	32,228,174	158,843,174
2027	109,050,000	27,859,000	136,909,000
2028	113,235,000	23,640,094	136,875,094
2029-2033	306,885,000	73,595,264	380,480,264
2034-2038	171,735,000	33,483,479	205,218,479
2039-2043	95,710,000	7,553,595	103,263,595
2044-2048	4,705,000	678,235	5,383,235
Total	$ 1,157,860,000	$ 278,952,448	$ 1,436,812,448

Note 12. Tax Abatements

The County negotiates various forms of agreements for Economic Development purposes. The County has property tax rebates which are negotiated under The Texas Property Redevelopment and Tax Abatement Act, chapter 312, Tax Code, V.A.T.S. as amended. This act allows localities to abate property taxes for economic development purposes which include business relocation, retention and expansion. Property must be located within a reinvestment zone to be eligible for a tax abatement, and agreements are limited to ten (10) years in length. The abatement value can only be to the extent its value for that year exceeds its value for the year in which the agreement is executed. The County has an Abatement Recapture clause in all Tax Abatement Agreements in the event that the recipient does not fulfill the requirements of the agreement. The tax rebate program is for a period greater than ten years, and taxes paid are reimbursed back to the owner.

The County also participates in Tax Increment Financing agreements which are negotiated under The Tax Increment Financing Act, Chapter 311, Tax Code, V.A.T.S. as amended. These districts are created for public improvements to promote economic development in unproductive or underdeveloped areas. The property tax revenues over and above the base value established by the district is contributed to the Zone for a duration of 20 to 25 years and/or until the monetary cap per the agreement is reached.

The amount of taxes abated during the fiscal year for each of the programs are as follows:

Program	Amount of Taxes Abated during the Fiscal Year
Tax rebate program	$ 1,204,883
Tax increment financing program	7,916,692

The County has not made any commitments as part of the agreements other than to reduce taxes. The County is not subject to any tax abatement agreements entered into by other governmental entities.

Note 13. Retirement Plan/Pensions

The County provides retirement, disability, and death benefits for all of its fulltime employees through a nontraditional defined benefit pension plan in the statewide Texas County and District Retirement System (TCDRS). The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of approximately 738 nontraditional defined benefit pension plans. TCDRS, in the aggregate, issues an annual comprehensive financial report on a calendar year basis. The Annual Comprehensive Financial Report is available upon written request from the TCDRS Board of Trustees at P.O. Box 2034, Austin, Texas 78768-2034.

The plan provisions are adopted by the governing body of the employer, within the options available in the Texas state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with eight or more years of service, with 30 years of service regardless of age, or when the sum of their age and years of service equals 75 or more.

Members are vested after eight years of service but must leave their accumulated deposits in the plan to receive any employer-financed benefit. Members who withdraw their personal deposits in a lump sum are not entitled to any amounts contributed by their employer.

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the employer within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated deposits and the employer financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act.

Contributions: The County has elected the annually determined contribution rate (variable-rate) plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually. The employer contributed using the actuarially determined rate of 15.19% for the months of the accounting year in 2022, and 15.54% for the months of the accounting year in 2023.

The deposit rate payable by the employee members for calendar year 2022 and 2023 is the rate of 7.0% as adopted by the governing body of the employer. The employee contribution rate and the employer contribution rate may be changed by the governing body of the employer within the options available in the TCDRS Act.

Actuarial Assumptions

The Total Pension Liability in the December 31, 2022 actuarial valuation was determined using the following actuarial assumptions:

Valuation date	December 31, 2022
Actuarial cost method	Entry age normal (level percentage of pay)
Amortization method	Straight-line amortization over Expected Working Life
Asset valuation method	
Smoothing period	Five years
Recognition method	Non-asymptotic
Corridor	None
Inflation	2.50%
Salary increase	4.70%
Investment rate of return	7.50%
Payroll growth	3.00%

Discount Rate

The discount rate used to measure the total pension liability was 7.60%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and those of the contributing employers and the non-employer contributing entity are made at the statutorily required rates. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term rate of return on pension plan investments is 7.50%. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of geometric real rates of return for each major asset class included in the Systems target asset allocation as of December 31, 2022 are summarized below:

Asset Class	Target Allocation	Geometric Real Rate of Return (Expected minus Inflation)
US Equities	11.5%	4.95%
Global Equities	2.5%	4.95%
International Equities-Developed	5.0%	4.95%
International Equities-Emerging	6.0%	4.95%
Investment-Grade Bonds	3.0%	2.40%
Strategic Credit	9.0%	3.39%
Direct Lending	16.0%	6.95%
Distressed Debt	4.0%	7.60%
REIT Equities	2.0%	4.15%
Master Limited Partnerships	2.0%	5.30%
Private Real Estate Partnerships	6.0%	5.70%
Private Equity	25.0%	7.95%
Hedge Funds	6.0%	2.90%
Cash Equivalents	2.0%	0.20%
Total	100.0%	

Discount Rate Sensitivity Analysis
The following schedule shows the impact of the Net Pension Liability (Asset) if the discount rate used was 1% less than and 1% greater than the discount rate that was used (7.60%) in measuring the net pension liability (asset) at December 31, 2022:

	1% Decrease in Discount Rate (6.60%)	Discount Rate (7.60%)	1% Increase in Discount Rate (8.60%)
Total pension liability	$ 836,604,011	$ 724,487,364	$ 632,605,177
Fiduciary net pension	603,326,888	603,326,888	603,326,888
Net pension liability	$ 233,277,123	$ 121,160,476	$ 29,278,289

Pension Plan Fiduciary Net Position
Detailed information about the pension plan's Fiduciary Net Position is available in a separately issued TCDRS financial report. That report may be obtained at www.tcdrs.com.

Net Pension Liability (Asset), Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

The below schedule presents the changes in the Net Pension Liability (Asset) as of December 31, 2022:

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a) - (b)
Balance at December 31, 2021	$ 621,044,388	$ 636,280,418	$ (15,236,030)
Changes for the year:			
Service cost	18,322,441	-	18,322,441
Interest on total pension liability[1]	47,616,895	-	47,616,895
Effect of plan changes[2]	59,312,857	-	59,312,857
Effect of economic/demographic gains or losses	4,326,826	-	4,326,826
Effect of assumptions changes or inputs	-	-	-
Refund of contributions	(1,468,055)	(1,468,055)	-
Benefit payments	(24,667,988)	(24,667,988)	-
Administrative expenses	-	(353,561)	353,561
Member contributions	-	9,005,500	(9,005,500)
Net investment income	-	(37,636,475)	37,636,475
Employer contributions	-	21,080,460	(21,080,460)
Other[3]	-	1,086,589	(1,086,589)
Balance at December 31, 2022	$ 724,487,364	$ 603,326,888	$ 121,160,476

(1) Reflects the change in liability due to the time value of money. TCDRS does not charge fees or interest

(2) Reflects plan changes adopted effective in 2023. Also reflects increase in substantively automatic COLA valued.

(3) Relates to allocation of system-wide items.

At September 30, 2023, the County reported pension expense of $78,995,601 related to the December 31, 2022 valuation. The breakdown of the components of pension expense is as follows:

	January 1, 2022 to December 31, 2022
Service cost	$ 18,322,441
Interest on total pension liability (1)	47,616,895
Effect of plan changes	59,312,857
Administrative expenses	353,561
Member contributions	(9,005,500)
Expected investment return net of investments expenses	(48,532,005)
Recognition of deferred inflows/outflows of resources	
Recognition of economic/demographic gains or losses	789,035
Recognition of assumption changes or inputs	9,606,011
Recognition of investment gains or losses	1,618,895
Other (2)	(1,086,589)
Pension expense	$ 78,995,601

(1) Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.

(2) Relates to allocation of system-wide items.

The County reported deferred inflows and outflows of resources related to the pension from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 4,068,748	$ (1,450,638)
Changes in actuarial assumptions	10,161,986	-
Difference between projected and actual investment earnings	13,285,985	-
Contributions subsequent to the measurement date	16,133,569	-
Total	$ 43,650,288	$ (1,450,638)

Deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date of $16,133,569 will be recognized as a reduction of the net pension liability for the measurement year ending December 31, 2023 (i.e., recognized in the County's financial statements September 30, 2024). Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Pension Expense Amount
2023	$ 4,386,808
2024	1,109,758
2025	3,335,819
2026	17,233,696
Total	$ 26,066,081

Note 14. Postemployment Benefits Other Than Pensions (OPEB)

Plan Description and Benefits Provided. In addition to the pension benefits described in the previous note, the Commissioners Court established a medical insurance benefit plan for retirees. The County administers this single-employer defined benefit medical plan (the Retiree Medical Plan). The Retiree Medical Plan does not issue a publicly available financial report. Eligible retirees will be provided medical insurance benefits at a set premium rate based on County service at the time of retirement. Dental insurance benefits for retirees have a set premium rate that closely approximates the County employees' rate. Eligible retirees may also cover their eligible dependents. Retirees are responsible for paying the premiums. A retiree is defined as someone who is receiving lifetime monthly Texas County and District retirement pension benefit payments and who retired directly from active employment with Williamson County. The County will stop insurance coverage on the retiree and dependent on the last day of the month when one of the following occurs:

1. The retiree reaches age 65; or
2. The retiree fails to submit the required set premium rate.

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Employees covered by benefit terms. The following employees were covered by the benefit terms as of October 1, 2022.

Number of Members	
Actives	1,468
Retired members	108
Covered spouses of retirees	40
Total	1,616

Total OPEB Liability

The County's total OPEB liability of $52,457,847 was measured as of September 30, 2023, and was determined by an actuarial valuation as of October 1, 2022.

Actuarial assumptions and other inputs: The total OPEB liability in the September 30, 2023 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Actuarial cost method	Entry age normal
Inflation	2.30%
Salary increases	3.25%
Discount rate	September 30, 2023: 4.19%
Healthcare cost trend tates	6.7% for 2022, gradually decreasing to an ultimate rate of 3.7% for 2073 and beyond.
Retiree premium increases	Same as Health cost trend above
Mortality	Pub-2010 Mortality (headcount weighted) for Employees, Healthy Annuitants, Disabled Annuitants, and Contingent Annuitants projected forward (fully generational) with MP-2021

Changes in the Total OPEB Liability

Changes in Total OPEB Liability	Increase (Decrease) Total OPEB Liability
Balance at September 30, 2022	$ 55,615,361
Changes for the year	
Service cost	2,360,781
Interest on total OPEB liability	2,280,814
Effect of economic/demographic gains or losses	(7,166,939)
Effect of assumptions, changes, or inputs	1,871,381
Benefit payments	(2,503,551)
Balance at September 30, 2023	$ 52,457,847

Changes of assumptions. Changes of assumptions and other inputs reflect the effects of changes in the discount rate for each period. In fiscal year 2023, amounts reflect an increase in the discount rate from the beginning of the year from 4.02% to 4.19%.

Sensitivity of the total OPEB liability to changes in the discount rate and healthcare cost trend rates. The following presents the total OPEB liability of the County, calculated using the discount rate of 4.19%, as well as what the County's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (3.19%) or 1 percentage point higher (5.19%) than the current rate.

	1% Decrease (3.19%)	Discount Rate (4.19%)	Increase (5.19%)
Total OPEB liability	$ 57,151,422	$ 52,457,847	$ 48,148,667

The following presents the total OPEB liability of the County, calculated using the current healthcare cost trend rates as well as what the County's total OPEB liability would be if it were calculated using trend rates that are 1 percentage point lower or 1 percentage point higher than the current trend rates:

	1% Decrease	Current Trend Rate	1% Increase
Total OPEB liability	$ 46,233,047	$ 52,457,847	$ 59,884,412

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

OPEB Expense	October 1, 2022 to September 30, 2023
Service cost	$ 2,360,781
Interest on total OPEB liability	2,280,814
Effect of plan changes	-
Recognition of deferred inflows/ outflows of resources	
Recognition of economic/demographic gains or losses	(1,494,234)
Recognition of assumption changes or inputs	(942,388)
OPEB expense	$ 2,204,973

As of September 30, 2023, the deferred inflows and outflows of resources are as follows:

Deferred Inflows/Outflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ 7,106,280
Changes of assumptions	3,093,672	6,674,413
Total	$ 3,093,672	$ 13,780,693

Amounts currently reported as deferred outflows of resources and deferred inflows of resources related to other postemployment benefits will be recognized in OPEB expense as follows:

Years Ended September 30,	
2024	$ (2,225,906)
2025	(2,135,551)
2026	(2,333,533)
2027	(2,333,535)
2028	(901,986)
Thereafter	(756,510)
	$ (10,687,021)

Note 15. Employee Benefits Plan

The County provides group medical benefits to its employees on a self-funded basis. Stop-loss coverage is provided by an insurance company and an independent company serves as Claim Administrator.

All full-time County employees (regularly scheduled to work at least 30 hours per week) are eligible for coverage under the Plan. Employees can enroll for personal coverage and dependent coverage.

A reconciliation of claims liabilities is shown below.

	2023	2022
Claims liabilities at October 1	$ 1,055,341	$ 1,306,378
Incurred claims	21,203,750	19,771,557
Payments on claims	(21,047,935)	(20,022,594)
Claims liabilities at September 30	$ 1,211,156	$ 1,055,341

All claim liabilities are due within one year.

Note 16. Risk Management

The County is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters. The County provides for the management of risks through a combination of self-insurance and traditional insurance. The amount of settlements has not exceeded insurance coverage for the fiscal year ended September 30, 2023.

Note 17. Commitments and Contingencies

Litigation
The County is the defendant in a number of lawsuits arising principally in the normal course of operations. In the opinion of management, the outcome of these lawsuits will not have a material adverse effect on the accompanying combined financial statements, and accordingly, no provision for losses has been recorded.

State and Federal Grant Programs
The County participates in numerous state and federal grant programs, which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the County has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the collectability of any related receivable at September 30, 2023, may be impaired. In the opinion of the County, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying basic financial statements for such contingencies.

Sale of Bonds

On March 13, 2024, the County priced and awarded Unlimited Tax Road Bonds, Series 2024 in the aggregate principal amount of $160,000,000 and Limited Tax Notes, Series 2024 in the aggregate principal amount of $167,000,000. Proceeds will be used for the purpose of: (1) constructing, reconstructing and expanding roads and purchasing rights-of-way for road projects, and (2) paying professional services including tax appraisal engineer, engineer, architect, attorney, mapmaker, auditor, financial adviser or fiscal agent and service in connection with issuing the bonds. The bonds/notes will be payable from the levy and collection of ad valorem taxes. Proceeds from the sale will be delivered in April 2024.

Williamson County Floodplain Mapping Project

In 2021, the County was awarded Commitment No. G1001290, TWDB Project 40046, from the Texas Water Development Board (TWDB) in the form of a grant for the planning and designing of the Williamson County Atlas 14 Floodplain Mapping project. TWDB determined the County qualified for financial assistance not to exceed approximately $4,600,000. The grant funds were placed in a trust account under the name of the County, but the TWDB holds the rights to those funds and the funds are only disbursed to the County as funds are expensed. In accordance with Exhibit F – Escrow Agreement of the Grant Agreement, the proceeds received by the Escrow Agent under this Agreement shall not be considered a banking deposit of the County, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement. The County spent approximately $1,740,000 of the grant funds in the current year leaving a grant balance of approximately $712,000.

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Required Supplementary Information

Williamson County, Texas

Required Supplementary Information
Texas County District Retirement System
Schedule of Changes in the
Employer's Net Pension Liability and the Related Ratios (Unaudited)

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total pension liability									
Service cost	$ 18,322,441	$ 19,657,503	$ 17,340,537	$ 16,701,139	$ 15,804,355	$ 15,642,518	$ 17,893,905	$ 14,815,355	$ 13,778,283
Interest (on the total pension liability)	47,616,895	44,608,468	42,977,885	39,917,510	35,689,583	32,877,469	31,852,375	29,475,312	24,866,979
Effect of plan changes	59,312,857	2,099,271	(22,228,818)	(828,893)	19,646,793	-	(67,208,224)	47,337,431	2,458,015
Effect of assumption changes or inputs	-	2,223,906	36,200,136	-	-	695,266	-	3,538,388	-
Effect of economic/demographic (gains) or losses	4,326,826	(2,901,276)	2,134,894	1,449,535	(1,954,916)	779,921	3,219,976	1,861,263	1,438,400
Benefit payments/refunds of contributions	(26,136,042)	(23,449,650)	(21,323,067)	(18,916,362)	(16,894,915)	(14,039,792)	(11,847,243)	(10,769,887)	(9,052,920)
Net change in total pension liability	103,442,977	42,238,222	55,101,567	38,322,929	52,290,900	35,955,382	(26,089,211)	86,257,862	33,488,757
Total pension liability, beginning of year	621,044,387	578,806,165	523,704,598	485,381,669	433,090,769	397,135,387	423,224,598	336,966,736	303,477,979
Total pension liability, end of year (a)	$ 724,487,364	$ 621,044,387	$ 578,806,165	$ 523,704,598	$ 485,381,669	$ 433,090,769	$ 397,135,387	$ 423,224,598	$ 336,966,736
Plan fiduciary net position									
Contributions, employer	$ 21,080,460	$ 16,701,460	$ 17,343,898	$ 15,546,654	$ 14,528,673	$ 13,511,821	$ 12,287,219	$ 11,916,442	$ 11,388,189
Contributions, employee	9,005,500	8,031,589	8,385,269	7,756,710	7,295,607	7,104,756	6,714,329	6,511,719	6,237,665
Investment income net of investment expenses	(37,636,475)	114,509,231	48,365,330	65,423,385	(7,416,183)	50,358,395	23,228,879	(5,233,124)	18,970,796
Benefit payments/refunds of contributions	(26,136,042)	(23,449,650)	(21,323,067)	(18,916,362)	(16,894,915)	(14,039,792)	(11,847,242)	(10,769,887)	(9,052,920)
Administrative expense	(353,561)	(344,234)	(380,970)	(356,698)	(320,009)	(266,702)	(252,419)	(224,964)	(229,176)
Other	1,086,589	179,744	176,767	215,406	186,405	90,122	1,080,637	133,570	136,544
Net change in plan fiduciary net position	(32,953,529)	115,628,140	52,567,227	69,669,095	(2,620,422)	56,758,600	31,211,403	2,333,756	27,451,098
Plan fiduciary net position, beginning of year	636,280,417	520,652,277	468,085,050	398,415,955	401,036,377	344,277,777	313,066,374	310,732,618	283,281,520
Plan fiduciary net position, end of year (b)	$ 603,326,888	$ 636,280,417	$ 520,652,277	$ 468,085,050	$ 398,415,955	$ 401,036,377	$ 344,277,777	$ 313,066,374	$ 310,732,618
Net pension liability (asset), end of year (a) - (b)	$ 121,160,476	$ (15,236,030)	$ 58,153,888	$ 55,619,548	$ 86,965,714	$ 32,054,392	$ 52,857,610	$ 110,158,224	$ 26,234,118
Plan fiduciary net position as a percentage of total pension liability	83.28%	102.45%	89.95%	89.38%	82.08%	92.60%	86.69%	73.97%	92.21%
Covered payroll	$ 125,960,778	$ 114,707,911	$ 119,366,200	$ 110,810,137	$ 104,222,950	$ 101,060,813	$ 95,918,992	$ 93,024,552	$ 89,109,498
Net pension liability (asset) as a percentage of covered payroll	96.19%	-13.28%	48.72%	50.19%	83.44%	31.72%	55.11%	118.42%	29.44%

Notes to Schedule:

As of December 31 - measurement date

Only nine years of data are presented in accordance with GASB 68, Paragraph 138. "The information for all periods for the 10-year schedules that are required to be presented as required supplementary information may not be available initially. In these cases, during the transition period, that information should be presented for as many years as are available. The schedules should not include information that is not measured in accordance with the requirements of this Statement.

Williamson County, Texas

Required Supplementary Information
Texas County District Retirement System
Schedule of Employer Contributions (Unaudited)

	Year Ended September 30,								
	2015	2016	2017	2018	2019	2020	2021	2022	2023
Actuarially determined contribution[1]	$ 11,388,190	$ 11,916,442	$ 11,989,874	$ 13,511,821	$ 14,528,673	$ 15,545,612	$ 17,343,898	$ 16,701,460	$ 20,380,460
Contributions in relation to the actuarially determined contribution[1]	11,764,549	12,620,147	13,253,738	14,220,775	15,356,663	16,372,146	16,740,244	16,755,560	20,463,648
Contribution deficiency (excess)	$ (376,359)	$ (703,705)	$ (1,263,864)	$ (708,954)	$ (827,990)	$ (826,534)	$ 603,654	$ (54,100)	$ (83,188)
Covered payroll[2]	$ 91,896,896	$ 98,517,933	$ 100,107,812	$ 103,007,285	$ 109,619,505	$ 113,596,569	$ 115,098,045	$ 115,158,486	$ 132,484,839
Contributions as a percentage of covered payroll	12.8%	12.8%	13.2%	13.8%	14.0%	14.4%	14.5%	14.6%	15.4%

(1) TCDRS calculates actuarially determined contributions on a calendar year basis. GASB Statement No. 68 indicates the employer should report employer contribution amounts on a fiscal year basis.
(2) Payroll is calculated based on contributions as reported to TCDRS.

Notes to Schedule:

Valuation Date: Actuarially determined contribution rates noted above are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age
Amortization method	Level percentage of payroll, closed
Remaining amortization period	16.7 years
Asset valuation method	Five year smoothed market
Inflation	2.50%
Salary increases	Variance by age and service. 4.7% average over career including inflation.
Investment rate of return	7.50%, net of administrative and investment expenses, including inflation
Retirement age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the RP-2010 Healthy Annuitant Mortality Table for males and 120% of the RP-2010 Healthy Annuitant Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions*	2015: New Inflation, mortality and other assumptions were reflected. 2017: New mortality assumptions were reflected. 2019: New inflation, mortality and other assumptions were reflected. 2022: New investment return and infliation assumptions were reflected
Changes in Plan Provisions Reflected in the Schedule of Employer Contributions*	2015: Employer contributions reflect that a 60% CPI COLA was adopted. 2016: Employer contributions reflect that a 60% CPI COLA was adopted. 2017: New Annuity Purchase Rates were reflected for benefits earned after 2017. 2019: Employer Contributions reflect that a 1% COLA was adopted. 2022: Employer Contributions reflect a 1% flat COLA was adopted

Only nine years of data are presented in accordance with GASB 68, Paragraph 138. "The information for all periods for the ten year schedules that are required to be presented as required supplementary information may not be available initially. In these cases, during the transition period, that information should be presented for as many years as are available. The schedules should not include information that is not measured in accordance with the requirements of this Statement.

Williamson County, Texas

Required Supplementary Information
Schedule of Changes in the County's
Total OPEB Liability and the Related Ratios (Unaudited)

	2023	2022	2021	2020	2019	2018	2017
	Year Ended September 30, 2023	Year Ended September 30, 2022	Year Ended September 30, 2021	Year Ended September 30, 2020	Year Ended September 30, 2019	Year Ended September 30, 2018	Year Ended September 30, 2017
Total OPEB liability							
Service cost	$ 2,360,781	$ 4,079,450	$ 3,986,030	$ 3,778,921	$ 3,271,064	$ 3,471,046	$ 3,715,246
Interest (on the total OPEB liability)	2,280,814	1,448,872	1,368,014	1,544,353	2,158,752	1,851,146	153,190
Effect of plan changes	-	-	-	-	-	-	-
Effect of liability gains or losses	(7,166,939)	-	-	-	-	-	-
Effect of assumption changes or inputs	1,871,381	(8,874,014)	(241,718)	800,688	(2,525,476)	(2,364,153)	(2,511,244)
Effect of economic/demographic (gains) or losses	-	-	(614,167)	-	5,243,963	-	-
Benefit payments	(2,503,551)	(2,125,917)	(2,638,070)	(2,337,806)	(2,140,703)	(1,802,933)	(1,628,296)
Net change in total OPEB liability	(3,157,514)	(5,471,609)	1,860,089	3,786,156	6,007,600	1,155,106	1,107,096
Total OPEB liability, beginning of year	55,615,361	61,086,970	59,226,881	55,440,725	49,433,125	48,278,019 *	47,170,923
Total OPEB liability, end of year	$ 52,457,847	$ 55,615,361	$ 61,086,970	$ 59,226,881	$ 55,440,725	$ 49,433,125	$ 48,278,019
Covered-employee payroll	$ 93,666,553	$ 88,714,208	$ 85,921,751	$ 79,095,836	$ 76,606,137	$ 101,003,000	$ 96,932,000
Net pension liability as a percentage of covered-employee payroll	56.00%	62.69%	71.10%	74.88%	72.37%	48.94%	49.81%

Notes to Schedule:

As of September 30 - measurement date

Changes of assumptions. Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. Amounts reflect the changes in the discount rate from the beginning of the year of the following fiscal years:

2018: 3.64% to 4.18%
2019: 4.18% to 2.66%
2020: 2.66% to 2.21%
2021: 2.21% to 2.26%
2022: 2.26% to 4.02%
2023: 4.02% to 4.19%

Only seven years of data are presented in accordance with GASB 75, as the information for all periods for the ten year schedules that are required to be presented as required supplementary information may not be available initially. In these cases, during the transition period, information is presented for as many years as are available. The schedules do not include information that is not measured in accordance with the requirements of GASB 75.

There are no plan assets accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75

Combining and Individual Fund Statements and Schedules

Williamson County, Texas
Schedule of Revenues – Budget and Actual
General Fund
For the Fiscal Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance Positive
	Original	Final	Amounts	(Negative)
Revenues				
Taxes				
Ad valorem taxes	$ 222,945,673	$ 222,945,673	$ 218,656,566	$ (4,289,107)
Penalty and interest	1,060,000	1,060,000	596,843	(463,157)
Other taxes	2,403,000	2,403,000	2,790,530	387,530
Total taxes	226,408,673	226,408,673	222,043,939	(4,364,734)
Fees of office				
County sheriff	147,800	147,800	167,738	19,938
County clerk	5,380,200	5,380,200	3,660,695	(1,719,505)
Tax assessor/collector	10,005,000	10,005,000	11,481,894	1,476,894
District clerk	520,000	520,000	669,703	149,703
Justice of the peace, precinct 1	90,000	90,000	108,551	18,551
Justice of the peace, precinct 2	65,000	65,000	80,841	15,841
Justice of the peace, precinct 3	140,000	140,000	196,931	56,931
Justice of the peace, precinct 4	47,000	47,000	80,045	33,045
Constable, precinct 1	202,000	202,000	376,601	174,601
Constable, precinct 2	122,000	122,000	162,684	40,684
Constable, precinct 3	327,000	327,000	329,458	2,458
Constable, precinct 4	136,400	136,400	186,585	50,185
County attorney	15,700	15,700	29,438	13,738
Other	486,700	486,700	664,477	177,777
Total fees of office	17,684,800	17,684,800	18,195,641	510,841
Fines and forfeitures				
County clerk	240,000	240,000	392,542	152,542
District clerk	101,000	101,000	111,865	10,865
Justice of the peace, precinct 1	123,000	123,000	112,596	(10,404)
Justice of the peace, precinct 2	120,000	120,000	119,929	(71)
Justice of the peace, precinct 3	820,000	820,000	961,378	141,378
Justice of the peace, precinct 4	60,000	60,000	254,249	194,249
Total fines and forfeitures	1,464,000	1,464,000	1,952,559	488,559
Charges for services				
Emergency medical service	10,040,000	10,040,000	11,958,447	1,918,447
County sheriff	-	-	229,319	229,319
Constables	-	-	19,156	19,156
Parks	866,290	866,290	843,895	(22,395)
Other	5,685,240	5,685,240	5,901,751	216,511
Total charges for services	16,591,530	16,591,530	18,952,568	2,361,038
Intergovernmental				
Federal payments in lieu of taxes	65,000	65,000	89,412	24,412
State shared	1,657,093	2,132,143	2,518,458	386,315
Total intergovernmental	1,722,093	2,197,143	2,607,870	410,727
Investment earnings and other				
Investment earnings and unrealized gains/losses	4,048,000	4,048,000	14,556,019	10,508,019
Other/Miscellaneous	232,000	400,132	780,634	380,502
Total investment income and other	4,280,000	4,448,132	15,336,653	10,888,521
Total revenues	$ 268,151,096	$ 268,794,278	$ 279,089,230	$ 10,294,952

Williamson County, Texas

Schedule of Expenditures – Budget and Actual
General Fund
For the Fiscal Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance Positive
	Original	Final	Amounts	(Negative)
Expenditures				
General government				
County judge	$ 653,396	$ 556,085	$ 524,167	$ 31,918
Commissioners court	1,633,391	1,663,317	1,277,220	386,097
Commissioners, precinct 1	364,271	364,920	358,761	6,159
Commissioners, precinct 2	390,429	390,455	382,747	7,708
Commissioners, precinct 3	367,513	367,537	354,067	13,470
Commissioners, precinct 4	348,578	352,906	329,884	23,022
County clerk	971,842	931,182	876,986	54,196
Non-departmental	21,987,504	27,280,006	27,280,006	-
County auditor	3,454,319	3,454,543	3,212,036	242,507
County treasurer	802,743	802,774	572,712	230,062
Budget office	467,206	473,805	467,116	6,689
Tax assessor/collector	5,290,431	5,296,151	4,737,631	558,520
Infrastructure department	463,405	446,434	382,223	64,211
Facilities management	13,949,507	13,919,766	13,056,058	863,708
Information technology services	15,693,806	16,362,820	14,501,252	1,861,568
Human resources	1,535,134	1,541,665	1,478,977	62,688
General elections	2,741,980	2,747,015	2,199,108	547,907
Purchasing	1,184,828	1,189,524	1,151,641	37,883
Total general government	72,300,283	78,140,905	73,142,592	4,998,313
Public safety				
Constable, precinct 1	1,576,558	1,677,621	1,586,769	90,852
Constable, precinct 2	1,706,561	1,813,497	1,764,118	49,379
Constable, precinct 3	1,856,008	1,980,467	1,906,365	74,102
Constable, precinct 4	1,923,471	2,033,297	1,908,855	124,442
County sheriff	29,691,706	31,322,084	30,241,877	1,080,207
Department of public safety	149,113	150,804	150,489	315
Jail and law enforcement	34,925,492	34,847,966	32,637,738	2,210,228
Juvenile services	13,675,548	13,738,894	12,370,146	1,368,748
Adult probation	149,853	149,853	143,554	6,299
Emergency services	1,114,910	661,229	599,153	62,076
Emergency medical services	22,435,003	23,044,005	22,322,209	721,796
Emergency management	677,656	705,441	622,615	82,826
Fire Marshall Spec Ops/ Haz-Mat	852,500	882,642	746,763	135,879
Emergency 911 communications	7,829,850	7,952,611	6,677,728	1,274,883
Wireless communication	467,503	476,962	430,198	46,764
Public safety information technology	3,487,438	3,519,804	3,029,298	490,506
Total public safety	122,519,170	124,957,177	117,137,875	7,819,302
Judicial				
County courts-at-law	1,973,600	2,299,600	2,050,002	249,598
County court-at-law #1	607,333	607,859	596,380	11,479
County court-at-law #2	638,750	638,793	619,974	18,819
County court-at-law #3	611,593	611,634	591,290	20,344
County court-at-law #4	709,971	710,018	707,065	2,953
County court-at-law #5	609,624.00	626,416	587,893	38,523
District courts	4,002,356	4,002,378	3,867,274	135,104
26th Judicial court	338,456	338,492	334,755	3,737
277th Judicial court	357,134	357,172	348,324	8,848
368th Judicial court	360,213	360,250	349,283	10,967
395th Judicial court	320,471	320,506	309,853	10,653
425th Judicial court	348,481	348,517	331,778	16,739
480th Judicial court	364,920	364,920	335,240	29,680
District attorney	6,021,499	6,142,809	5,876,580	266,229
District clerk	2,871,472	2,872,811	2,432,889	439,922

Williamson County, Texas

Schedule of Expenditures – Budget and Actual
General Fund – Continued
For the Fiscal Year Ended September 30, 2023

	Budgeted Amounts		Actual	Variance Positive
	Original	Final	Amounts	(Negative)
Expenditures (Continued)				
Judicial (Continued)				
Justice court, precinct 1	$ 1,260,019	$ 1,360,070	$ 1,206,155	$ 153,915
Justice court, precinct 2	1,537,943	1,538,213	1,392,636	145,577
Justice court, precinct 3	1,771,742	1,774,109	1,647,268	126,841
Justice court, precinct 4	1,701,092	1,701,848	1,602,016	99,832
County attorney	6,784,345	6,972,226	6,726,942	245,284
County clerk	1,533,642	1,576,283	1,488,090	88,193
Magistrate office	798,873	816,824	745,864	70,960
Pre-trial Office	1,745,680	1,747,936	1,404,544	343,392
Total judicial	37,269,209	38,089,684	35,552,095	2,537,589
Community services				
Veterans service	554,141	571,103	510,102	61,001
Health department	9,394,109	6,754,419	5,535,598	1,218,821
Agricultural extension service	476,760	481,929	425,631	56,298
Parks department	3,855,524	3,853,629	3,516,503	337,126
Public welfare	2,114,022	2,114,022	2,094,448	19,574
Child welfare	102,250	102,250	87,351	14,899
WC historical commission	1,622	1,622	696	926
Onsite sewer services	1,010,941	1,044,323	1,027,100	17,223
Total community services	17,509,369	14,923,297	13,197,429	1,725,868
Debt service				
Interest and other charges	-	98,620	98,620	-
Total debt service	-	98,620	98,620	-
Capital outlay	8,819,492	7,900,436	2,610,874	5,289,562
Total expenditures	$ 258,417,523	$ 264,110,119	$ 241,739,485	$ 22,370,634

Williamson County, Texas
Schedule of Revenues, Expenditures, and
Changes in Fund Balance – Budget and Actual
Debt Service Fund
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Taxes	$ 146,330,640	$ 143,084,598	$ (3,246,042)
Intergovernmental	113,253	133,257	20,004
Investment earnings	750,000	1,631,967	881,967
Total revenues	147,193,893	144,849,822	(2,344,071)
EXPENDITURES			
Debt service			
Principal	94,145,000	94,128,300	16,700
Interest and other charges	40,824,701	39,457,523	1,367,178
Payment to bond escrow agent	29,978,788	29,978,788	-
Bond issuance fees	17,330	17,330	-
Total expenditures	164,965,819	163,581,941	1,383,878
Deficiency of revenues under expenditures	(17,771,926)	(18,732,119)	(960,193)
OTHER FINANCING SOURCES			
Issuance of long-term debt	-	643	(643)
Transfers in	19,467,032	21,024,133	1,557,101
Total other financing sources	19,467,032	21,024,776	1,557,744
Net change in fund balance	1,695,106	2,292,657	597,551
FUND BALANCE, beginning	8,083,863	8,083,863	-
FUND BALANCE, ending	$ 9,778,969	$ 10,376,520	$ 597,551

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Non-major Special Revenue Funds

Special Revenue Funds are used to account for the proceeds of specified revenue sources or to finance specified activities as required by law or administrative regulation.

The following comprise the County's non-major Special Revenue Funds:

Alternate Dispute Resolution – This fund was set up to aid in a week long mass mediation session held annually to clear open cases and finalize documentation in question. The monies are spent on mailing notices and coordinating parties who wish to participate in the mediation process.

Appellate Judicial System Fund – Each county in the Third Court of Appeals is required to establish an Appellate Judicial Fund to assist the court of appeals in the processing of appeals and to defray costs incurred by the county. Fees are assessed for court cases filed in a county court, county court at law, probate court and district courts.

Avery Ranch Road District – Avery Ranch Road District #1 was formed by the Commissioners Court in 2001. The District issues unlimited tax bonds for the purpose of developing roads in the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2025.

CAMPO Personnel Fund – This fund is set up to account for payroll expenditures associated with CAMPO county employees.

Child Abuse Prevention Fund – This fund is used to account for the $100 fee assessed in certain child sexual assault and related convictions. These funds are to be used for child abuse prevention programs.

Child Safety – This fund is used to account for $1.50 tax collected during the vehicle registration process. These funds are also collected by justice, county, or district courts for violations that occur within a school crossing zone up to $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition.

Community Improvement Precinct 4 Fund – This fund was formed by the Williamson County Commissioners Court in August of 2020. Donations received from Lealco, Inc. are for community improvement projects located in Precinct 4 of Williamson County.

Conservation Foundation – This fund was formed by the Williamson County Commissioners Court in December of 2002, as a pro-active approach to providing for conservation of the recovery of endangered species in the Williamson County area.

County and District Court Technology – This fund accounts for money charged to a defendant convicted of a criminal offense in a County or District Court. It is designated for the purpose of financing the purchase of technological enhancements for a county court, statutory court, or district court.

County Attorney Hot Check – This fund is used to account for monies received from fees collected on the payment of hot checks. Expenditures are made for the improvement of the operation of the County Attorney's office.

County Sheriff – This fund is used to account for jail inmates' purchase of food and toiletry items or other supplies. Expenditures are for the purchase of these items. Any revenue generated may be used for the benefit of the inmate.

County Sheriff Asset Forfeitures – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

County Radio Communications Systems (RCS) – This fund is used to account for money collected from governmental entities utilizing the countywide radio communication system. The funds are used for operations and maintenance of the system.

Court Facility Fee Fund – This fund accounts for monies collected through civil cases defined by Sections 135.101, 135.102, and 135.103 of the Local Government Code. Monies allocated to the fund may be used by a county only to fund the construction, renovation, or improvement of facilities that house the courts or to pay the principal of interest on, and costs of issuance of bonds, including refunding bonds, issued for the construction, renovation, or improvement of the facilities.

Court Records Preservation – This fund is used to account for monies collected from fees charged by the County and District Clerks. They are used only to digitize court records and to preserve the records from natural disasters.

Court Reporter – The clerk of each court that has an official court reporter shall collect a court reporter service fee of $15 as a court cost in each civil case filed with the clerk to maintain a court reporter who is available for assignment in the court.

Courthouse Security – This fund is used to collect court costs of defendants convicted of felony and misdemeanor offenses. The funds are designated for security purposes such as metal detectors, identification cards, and surveillance cameras.

District Attorney Asset Forfeitures – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Election Chapter 19 – The state allocates funding based on the number of new, canceled and updated voter registrations processed in the preceding calendar year. These funds are only to be used for any activities designed to enhance the voter registration process.

Election HAVA – This fund was created to account for the rental fees collected from the use of voter equipment purchased with funds from the HAVA grant. The use of these fee revenues includes but is not limited to the maintenance, license fees and upgrades for the voting equipment as well as new equipment, training, storage and other costs associated with the operation and maintenance of the voting systems.

Election Services Contract – This fund is used to support and contain costs generated from a contract election. Contracts between political parties and other entities are handled by the elections officer and paid by the contracting party for administering election services.

Fire Code Enforcement – The Commissioners' Court adopted a fee schedule on November 17, 2020, per Local Government Code 233.065. The fund is used to account for the fees related to fire code inspections. The funds may be used only for the administration and enforcement of the fire code.

Guardianship – This fund is used to account for the collection of a $20.00 "supplemental court-initiated guardianship fee" required by the State of Texas for support of judiciary guardianship initiated under Section 683 of the Texas Probate Code. The fees are to be used to supplement, not supplant, the compensation of a court-appointed guardian ad litem or attorney and to fund local guardianship programs for indigent incapacitated persons without family members, suitable and willing to serve as guardians.

Judicial Education Probate Court – This fund accounts for fees from all probate court cases filed and is used for training for County Courts at Law personnel.

Justice Court Technology – This fund accounts for money charged to a defendant convicted of a misdemeanor in a justice court. It is designated for the purpose of financing the purchase of technological enhancements for a justice court.

Justice of the Peace Security – This fund is used to collect court costs of defendants convicted of misdemeanor offenses. Funds are designated for security purposes such as metal detectors, identification cards, and surveillance cameras for justice courts not housed in the County courthouse.

Juvenile Delinquency Prevention – This fund is used to repair damage and reward the public for identifying and aiding in the apprehension of offenders who vandalize public and personal property. Funds are also used for recognition and recreation programs for teens; local teen court programs; local juvenile probation department and educational and intervention programs to prevent juveniles from engaging in delinquent conduct.

Juvenile Fee Fund – This fund is used to account for court-ordered fees while a juvenile is on probation. Section 54.061 of the Family Code requires the fees may only be used for juvenile probation or community based juvenile corrections services or facilities in which a juvenile may be required to live while under court supervision.

Law Library – Monies collected through civil cases filed in the county or district court are accounted for through this fund. Monies collected are used to support the management and expenditures necessary to maintain law libraries throughout the County.

Local Provider Participation – Section 292B of the Texas Health & Safety Code allows Williamson County to create a Local Provider Participation Fund. The county annually sets the rate associated with mandatory provider participation payments from local hospitals. These funds can be spent on certain intergovernmental transfers and indigent care programs as defined by the code.

Northwoods Road District – Northwoods Road District was formed by the Commissioners Court in 2011. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2043.

Pass-Through Funding Program – This fund is used to account for reimbursements from the Texas Department of Transportation (TxDOT) related to the Pass-Through Road Financing Program. The pass-through program allows the County to manage the improvements of state highways. Reimbursements from TxDOT are based on a per vehicle usage after completion of these projects. The monies will be used for the payment of the debt related to these projects. Any funds remaining after all debt has been retired will be used for road projects.

Pearson Place Road District – Pearson Place Road District was formed by the Commissioners Court in 2010. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Neenah Avenue within the District and pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2041.

Pretrial Intervention Program – This fund is used to account for a fee not to exceed $500, to be used to reimburse the county expenditures related to a defendant's participation in a pretrial intervention program.

Records Archive – This fund was established specifically to support the preservation and restoration services performed by the County Clerk in connection with maintaining archived records. These monies support and will be dedicated to assisting County Clerks with maintaining public documents filed before January 1, 1990.

Records Management and Preservation – This fund is compiled of the fees for records management and preservation services performed by the County Clerk and District Clerk. This fee may be used for specific records preservation and automation projects.

Records Management – This fund is used to account for monies collected from fees charged by the County and District Clerk. These funds are used Countywide for records management, records management training and for the disposal of large quantities of outdated documents.

Records Technology – This fund accounts for money charged when filing suit in a district court. It is designated for the purpose of preservation and restoration services performed in connection with maintaining a district court records archive.

Regional Animal Shelter (WCRAS) – This fund accounts for the County's percentage share of revenues collected as adoption fees, surrender fees, etc. at the WCRAS. Expenditures are made for the day-to-day operations of the facility. The other regional participants in the shelter share proportionately in the operational cost.

Somerset Hills Road District No. 3 – Somerset Hills #3 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2048.

Somerset Hills Road District No. 4 – Somerset Hills #4 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2048.

Specialty Court – Section121.00 of the Texas Government Code allows the creation of Specialty Court programs. Williamson County has two active programs, The DWI/Drug Court and the Veterans Court. The programs are funded by collection of the court costs of a conviction for certain intoxication and drug related offenses. The fund retains 50% of the total fee to be used exclusively to develop and maintain these two programs. A service fee of 10% is revenue deposited into the General Fund. The remaining 40% of the total fee is sent to the state.

Juvenile Justice Alternative Education Program (JJAEP) Tier II – The Texas Probation Commission provides funding for costs that are reasonable, necessary and directly related to the creation and ongoing operation of a JJAEP to include the purchase of equipment, renovations, or construction. This program is designed to provide an educational setting for students that have been expelled from the public schools. The goal of the program is to reduce delinquency, increase offender accountability, and rehabilitate offenders through a comprehensive, coordinated community-based juvenile probation system.

Tobacco – Monies received by the County from the state as pro rata distributions from the lump sum payment made by tobacco companies are accounted for through this fund. The money collected from the state is to be spent on health-related issues. In addition, monies received by the County for Ambulance Uncompensated Care are accounted for in this fund. The Ambulance UC monies are used for the High Utilizer Group (HUG) program.

Teen Court Program – The purpose of this fund is to account for the receipt of fees for juveniles who are participating in the Teen Court Program.

Truancy Program – This fund is used to account for the collection of a $5.00 court cost fee allowed by the State of Texas and ordered by the Williamson County Commissioners Court to finance the salary and benefits of a juvenile case manager helping to administer the Truancy Program for the justice courts. The program has been established through cooperation with local governments, school districts and agencies to assist with local truancy cases.

Unclaimed Juvenile Restitution– Section 54.0482 of the Texas Family Code requires a separate fund to account for unclaimed juvenile restitution. The funds may be spent only for the same purposes as specified for juvenile state aid.

WC Historical Commission – The fund is used to account for the monies received from memorial brick sales and donations to the Williamson County Historical Commission. The funds can be used for county historic preservation.

WM – City of Hutto and Hutto ISD – Monies received from the Contractor of the Williamson County Landfill to be expended for the benefit of the City of Hutto and Hutto ISD. Contractor pays 2% of the total Tip Fees collected.

WM – Community Recreational Facility – Monies received from the Contractor of the Williamson County Landfill to pay for recreational facility use within Williamson County. Contractor pays 1% of the total Tip Fees collected.

WM – Future Environmental Liability – Monies received from the Contractor of the Williamson County Landfill to pay for any environmental liability related to the Landfill beyond those costs covered by closure and post-closure trust funds. Contractor pays 2% of the total Tip Fees collected.

WM – Master Site Development – Monies received from the Contractor of the Williamson County Landfill to pay for site development of the facility. Contractor pays 1% of the total Tip Fees collected.

Williamson County, Texas
Combining Balance Sheet
Non-major Special Revenue Funds
September 30, 2023

	Alternate Dispute Resolution	Appellate Judicial System	Avery Ranch Road District No. 1	CAMPO Personnel Fund	Child Abuse Prevention	Child Safety	Community Improvement PCT 4
ASSETS							
Cash and investments	$ 760,869	$ 4,793	$ 182,643	$ -	$ 5,394	$ 859,354	$ 20,000
Accounts receivable (net of allowance)	3,353	906	5,616	-	96	-	-
Due from other governments	-	-	-	787,892	-	-	-
Prepaids	-	-	-	-	-	-	-
TOTAL ASSETS	$ 764,222	$ 5,699	$ 188,259	$ 787,892	$ 5,490	$ 859,354	$ 20,000
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES							
LIABILITIES							
Accounts payable	$ -	$ 4,794	$ -	$ -	$ -	$ -	$ -
Accrued liabilities	-	-	-	79,227	-	-	-
Due to other funds	-	-	-	708,665	-	-	-
Due to other governments	-	-	-	-	-	-	-
Total liabilities	-	4,794	-	787,892	-	-	-
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	-	-	5,480	-	-	-	-
Total deferred inflows of resources	-	-	5,480	-	-	-	-
FUND BALANCES							
Nonspendable	-	-	-	-	-	-	-
Restricted	764,222	905	182,779	-	5,490	859,354	20,000
Total fund balances	764,222	905	182,779	-	5,490	859,354	20,000
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 764,222	$ 5,699	$ 188,259	$ 787,892	$ 5,490	$ 859,354	$ 20,000

Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2023

	Conservation Foundation	County and District Court Technology	County Attorney Hot Check	County Sheriff	County Sheriff Asset Forfeitures	County Radio Communications System	Court Facility Fee
ASSETS							
Cash and investments	$ 14,535,085	$ 116,040	$ -	$ 3,228,011	$ 507,005	$ 669,441	$ 321,689
Accounts receivable (net of allowance)	47,091	446	-	-	34,853	35,935	3,624
Due from other governments	-	-	-	-	-	-	-
Prepaids	1,395	-	-	-	-	1,952	-
TOTAL ASSETS	$ 14,583,571	$ 116,486	$ -	$ 3,228,011	$ 541,858	$ 707,328	$ 325,313
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES							
LIABILITIES							
Accounts payable	$ 56,633	$ -	$ -	$ -	$ 11,075	$ 153,997	$ -
Accrued liabilities	7,988	-	-	-	-	12,294	-
Due to other funds	-	-	-	-	-	-	-
Due to other governments	-	-	-	-	-	-	-
Total liabilities	64,621	-	-	-	11,075	166,291	-
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	-	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-	-
FUND BALANCES							
Nonspendable	1,395	-	-	-	-	1,952	-
Restricted	14,517,555	116,486	-	3,228,011	530,783	539,085	325,313
Total fund balances	14,518,950	116,486	-	3,228,011	530,783	541,037	325,313
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 14,583,571	$ 116,486	$ -	$ 3,228,011	$ 541,858	$ 707,328	$ 325,313

Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2023

	Court Records Preservation	Court Reporter	Courthouse Security	District Attorney Asset Forfeitures	Election Chapter 19	Election HAVA	Election Services Contract
ASSETS							
Cash and investments	$ 819,669	$ 808,059	$ 667,056	$ 309,036	$ -	$ 2,127,103	$ 459,378
Accounts receivable (net of allowance)	10	4,808	6,060	-	15,969	-	39,745
Due from other governments	-	-	-	-	-	-	-
Prepaids	-	-	-	-	-	-	-
TOTAL ASSETS	$ 819,679	$ 812,867	$ 673,116	$ 309,036	$ 15,969	$ 2,127,103	$ 499,123
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES							
LIABILITIES							
Accounts payable	$ -	$ 2,927	$ 1,436	$ 1,035	$ 15,696	$ -	$ 9,421
Accrued liabilities	-	-	4,755	-	-	-	324
Due to other funds	-	-	-	-	-	-	-
Due to other governments	-	-	-	-	273	-	-
Total liabilities	-	2,927	6,191	1,035	15,969	-	9,745
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	-	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-	-
FUND BALANCES							
Nonspendable	-	-	-	-	-	-	-
Restricted	819,679	809,940	666,925	308,001	-	2,127,103	489,378
Total fund balances	819,679	809,940	666,925	308,001	-	2,127,103	489,378
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 819,679	$ 812,867	$ 673,116	$ 309,036	$ 15,969	$ 2,127,103	$ 499,123

Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2023

	Fire Code Enforcement	Guardianship	Judicial Education Probate Court	Justice Court Technology	Justice of the Peace Security	Juvenile Delinquency Prevention	Juvenile Fee
ASSETS							
Cash and investments	$ 297,044	$ 177,151	$ 91,425	$ 325,270	$ 344,348	$ -	$ 309,237
Accounts receivable (net of allowance)	-	570	90	438	524	-	-
Due from other governments	-	-	-	-	-	-	-
Prepaids	-	-	-	-	-	-	-
TOTAL ASSETS	$ 297,044	$ 177,721	$ 91,515	$ 325,708	$ 344,872	$ -	$ 309,237
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES							
LIABILITIES							
Accounts payable	$ -	$ -	$ -	$ 3,561	$ 2,759	$ -	$ 1,431
Accrued liabilities	-	-	-	-	-	-	-
Due to other funds	-	-	-	-	-	-	-
Due to other governments	-	-	-	-	-	-	1,841
Total liabilities	-	-	-	3,561	2,759	-	3,272
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	-	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-	-
FUND BALANCES							
Nonspendable	-	-	-	-	-	-	-
Restricted	297,044	177,721	91,515	322,147	342,113	-	305,965
Total fund balances	297,044	177,721	91,515	322,147	342,113	-	305,965
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 297,044	$ 177,721	$ 91,515	$ 325,708	$ 344,872	$ -	$ 309,237

Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2023

	Law Library	Local Provider Participation	Northwoods Road District	Pass-through Funding Program	Pearson Place Road District	Pretrial Intervention Program	Records Archive
ASSETS							
Cash and investments	$ 1,393,648	$ 5,850,080	$ 303,606	$ 49,653,774	$ 984,912	$ 23,400	$ 4,954,660
Accounts receivable (net of allowance)	6,341	-	4,539	268,880	76	-	12,350
Due from other governments	-	-	-	4,537,510	-	-	-
Prepaids	-	-	-	-	-	-	-
TOTAL ASSETS	$ 1,399,989	$ 5,850,080	$ 308,145	$ 54,460,164	$ 984,988	$ 23,400	$ 4,967,010
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES							
LIABILITIES							
Accounts payable	$ 23,284	$ -	$ -	$ 228	$ -	$ 23,400	$ 349,289
Accrued liabilities	-	-	-	-	-	-	13,992
Due to other funds	-	-	-	-	-	-	-
Due to other governments	-	-	-	-	-	-	-
Total liabilities	23,284	-	-	228	-	23,400	363,281
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	-	-	4,538	-	76	-	-
Total deferred inflows of resources	-	-	4,538	-	76	-	-
FUND BALANCES							
Nonspendable	-	-	-	-	-	-	-
Restricted	1,376,705	5,850,080	303,607	54,459,936	984,912	-	4,603,729
Total fund balances	1,376,705	5,850,080	303,607	54,459,936	984,912	-	4,603,729
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 1,399,989	$ 5,850,080	$ 308,145	$ 54,460,164	$ 984,988	$ 23,400	$ 4,967,010

Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2023

	Records Management and Preservation	Records Management	Records Technology	Regional Animal Shelter (WCRAS)	Somerset Hills Road District No. 3	Somerset Hills Road District No. 4	Specialty Court
ASSETS							
Cash and investments	$ 8,563,447	$ 559,649	$ 357,698	$ 1,069,146	$ 2,602,544	$ 2,715,447	$ 184,191
Accounts receivable (net of allowance)	45,670	23	10	362,855	-	9,448	3,730
Due from other governments	-	-	-	-	-	-	-
Prepaids	-	-	-	13,250	-	-	-
TOTAL ASSETS	$ 8,609,117	$ 559,672	$ 357,708	$ 1,445,251	$ 2,602,544	$ 2,724,895	$ 187,921
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES							
LIABILITIES							
Accounts payable	$ 121,762	$ 19,766	$ -	$ 209,603	$ -	$ -	$ -
Accrued liabilities	25,300	-	-	73,316	-	-	-
Due to other funds	-	-	-	-	-	-	-
Due to other governments	-	-	-	2,567	-	-	-
Total liabilities	147,062	19,766	-	285,486	-	-	-
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	-	-	-	288,051	-	9,147	-
Total deferred inflows of resources	-	-	-	288,051	-	9,147	-
FUND BALANCES							
Nonspendable	-	-	-	13,250	-	-	-
Restricted	8,462,055	539,906	357,708	858,464	2,602,544	2,715,748	187,921
Total fund balances	8,462,055	539,906	357,708	871,714	2,602,544	2,715,748	187,921
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 8,609,117	$ 559,672	$ 357,708	$ 1,445,251	$ 2,602,544	$ 2,724,895	$ 187,921

Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2023

	JJAEP Tier II	Tobacco	Teen Court Program	Truancy Program	Unclaimed Juvenile Restitution	WC Historical Commission	WM - City of Hutto and Hutto ISD
ASSETS							
Cash and investments	$ 508,584	$ 9,936,138	$ 4,043	$ 360,746	$ 15,217	$ 16,556	$ 672,165
Accounts receivable (net of allowance)	-	41,333	-	548	-	-	-
Due from other governments	-	-	-	-	-	-	-
Prepaids	-	-	-	-	-	-	-
TOTAL ASSETS	$ 508,584	$ 9,977,471	$ 4,043	$ 361,294	$ 15,217	$ 16,556	$ 672,165
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES							
LIABILITIES							
Accounts payable	$ 4,430	$ 542	$ 439	$ -	$ -	$ 658	$ -
Accrued liabilities	1,311	15,372	-	2,907	-	-	-
Due to other funds	-	-	-	-	-	-	-
Due to other governments	-	-	-	-	-	-	-
Total liabilities	5,741	15,914	439	2,907	-	658	-
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	-	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-	-
FUND BALANCES							
Nonspendable	-	-	-	-	-	-	-
Restricted	502,843	9,961,557	3,604	358,387	15,217	15,898	672,165
Total fund balances	502,843	9,961,557	3,604	358,387	15,217	15,898	672,165
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 508,584	$ 9,977,471	$ 4,043	$ 361,294	$ 15,217	$ 16,556	$ 672,165

Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2023

	WM - Community Recreation Facility	WM - Future Environmental Liability	WM - Master Site Development	Total Governmental Funds
ASSETS				
Cash and investments	$ 1,950,724	$ 4,876,553	$ 1,385,931	$ 126,887,959
Accounts receivable (net of allowance)	-	5,195	-	961,132
Due from other governments	-	-	-	5,325,402
Prepaids	-	-	-	16,597
TOTAL ASSETS	$ 1,950,724	$ 4,881,748	$ 1,385,931	$ 133,191,090
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES				
LIABILITIES				
Accounts payable	$ -	$ -	$ -	$ 1,018,166
Accrued liabilities	-	-	-	236,786
Due to other funds	-	-	-	708,665
Due to other governments	-	-	-	4,681
Total liabilities	-	-	-	1,968,298
DEFERRED INFLOWS OF RESOURCES				
Deferred revenues	-	-	-	307,292
Total deferred inflows of resources	-	-	-	307,292
FUND BALANCES				
Nonspendable	-	-	-	16,597
Restricted	1,950,724	4,881,748	1,385,931	130,898,903
Total fund balances	1,950,724	4,881,748	1,385,931	130,915,500
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 1,950,724	$ 4,881,748	$ 1,385,931	$ 133,191,090

Williamson County, Texas

Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2023

	Alternate Dispute Resolution	Appellate Judicial System	Avery Ranch Road District No. 1	CAMPO Personnel Fund	Child Abuse Prevention	Child Safety	Community Improvement PCT 4
REVENUES							
Taxes	$ -	$ -	$ 919,687	$ -	$ -	$ -	$ -
Fees of office	196,478	48,777	-	-	2,058	859,354	-
Fines and forfeitures	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Investment earnings	25,676	-	36,760	-	-	19,315	-
Miscellaneous	-	-	-	2,055,570	-	-	-
Total revenues	222,154	48,777	956,447	2,055,570	2,058	878,669	-
EXPENDITURES							
Current							
General government	-	-	13,194	2,055,570	-	-	-
Public safety	-	-	-	-	-	-	-
Transportation support	-	-	-	-	-	-	-
Judicial	3	48,451	-	-	-	-	-
Community services	-	-	-	-	-	857,377	-
Conservation	-	-	-	-	-	-	-
Debt service							
Principal	-	-	910,000	-	-	-	-
Interest and other charges	-	-	84,900	-	-	-	-
Bond issuance fees	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Total expenditures	3	48,451	1,008,094	2,055,570	-	857,377	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	222,151	326	(51,647)	-	2,058	21,292	-
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-	-	-
NET CHANGE IN FUND BALANCES	222,151	326	(51,647)	-	2,058	21,292	-
FUND BALANCES, BEGINNING OF YEAR	542,071	579	234,426	-	3,432	838,062	20,000
FUND BALANCES, END OF YEAR	$ 764,222	$ 905	$ 182,779	$ -	$ 5,490	$ 859,354	$ 20,000

Williamson County, Texas

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Continued
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2023

	Conservation Foundation	County and District Court Technology	County Attorney Hot Check	County Sheriff	County Sheriff Asset Forfeitures	County Radio Communications System	Court Facility Fee
REVENUES							
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fees of office	-	6,736	1,590	-	-	-	194,512
Fines and forfeitures	-	-	-	-	159,865	-	-
Charges for services	-	-	-	487,164	-	1,663,403	-
Intergovernmental	-	-	-	-	-	-	-
Investment earnings	538,432	-	-	109,039	14,482	43,492	-
Miscellaneous	6,241,975	-	-	-	4,450	173,679	-
Total revenues	6,780,407	6,736	1,590	596,203	178,797	1,880,574	194,512
EXPENDITURES							
Current							
General government	-	-	-	-	-	-	-
Public safety	-	-	-	113,612	292,989	2,071,437	-
Transportation support	-	-	-	-	-	-	-
Judicial	-	-	-	-	-	-	-
Community services	-	-	-	-	-	-	-
Conservation	672,611	-	-	-	-	-	-
Debt service							
Principal	-	-	-	-	-	-	-
Interest and other charges	-	-	-	-	-	-	-
Bond issuance fees	-	-	-	-	-	-	-
Capital outlay	-	-	-	11,700	82,361	7,449	-
Total expenditures	672,611	-	-	125,312	375,350	2,078,886	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	6,107,796	6,736	1,590	470,891	(196,553)	(198,312)	194,512
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	-
Transfers out	(89,461)	-	(1,590)	-	-	-	-
Total other financing sources (uses)	(89,461)	-	(1,590)	-	-	-	-
NET CHANGE IN FUND BALANCES	6,018,335	6,736	-	470,891	(196,553)	(198,312)	194,512
FUND BALANCES, BEGINNING OF YEAR	8,500,615	109,750	-	2,757,120	727,336	739,349	130,801
FUND BALANCES, END OF YEAR	$ 14,518,950	$ 116,486	$ -	$ 3,228,011	$ 530,783	$ 541,037	$ 325,313

Williamson County, Texas

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Continued
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2023

	Court Records Preservation	Court Reporter	Courthouse Security	District Attorney Asset Forfeitures	Election Chapter 19	Election HAVA	Election Services Contract
REVENUES							
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fees of office	982	248,239	325,433	-	-	-	1,576,325
Fines and forfeitures	-	-	-	81,817	-	-	-
Charges for services	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	37,253	-	-
Investment earnings	35,537	25,108	21,552	12,960	-	70,255	-
Miscellaneous	-	-	352	4,551	-	-	-
Total revenues	36,519	273,347	347,337	99,328	37,253	70,255	1,576,325
EXPENDITURES							
Current							
General government	-	-	-	-	37,253	-	1,032,740
Public safety	-	-	-	-	-	-	-
Transportation support	-	-	-	-	-	-	-
Judicial	-	59,409	236,587	150,442	-	-	-
Community services	-	-	-	-	-	-	-
Conservation	-	-	-	-	-	-	-
Debt service							
Principal	-	-	-	-	-	-	-
Interest and other charges	-	-	-	-	-	-	-
Bond issuance fees	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Total expenditures	-	59,409	236,587	150,442	37,253	-	1,032,740
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	36,519	213,938	110,750	(51,114)	-	70,255	543,585
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	448,914	118,492
Transfers out	-	-	-	-	-	-	(567,406)
Total other financing sources (uses)	-	-	-	-	-	448,914	(448,914)
NET CHANGE IN FUND BALANCES	36,519	213,938	110,750	(51,114)	-	519,169	94,671
FUND BALANCES, BEGINNING OF YEAR	783,160	596,002	556,175	359,115	-	1,607,934	394,707
FUND BALANCES, END OF YEAR	$ 819,679	$ 809,940	$ 666,925	$ 308,001	$ -	$ 2,127,103	$ 489,378

Williamson County, Texas

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Continued
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2023

	Fire Code Enforcement	Guardianship	Judicial Education Probate Court	Justice Court Technology	Justice of the Peace Security	Juvenile Delinquency Prevention	Juvenile Fee Fund
REVENUES							
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fees of office	134,555	54,050	8,815	52,761	63,344	-	12,465
Fines and forfeitures	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Investment earnings	-	-	-	11,909	-	-	-
Miscellaneous	-	-	-	-	-	-	45,595
Total revenues	134,555	54,050	8,815	64,670	63,344	-	58,060
EXPENDITURES							
Current							
General government	-	-	-	-	-	-	-
Public safety	-	-	-	-	-	-	27,095
Transportation support	-	-	-	-	-	-	-
Judicial	-	52,500	-	51,806	4,938	-	-
Community services	-	-	-	-	-	-	-
Conservation	-	-	-	-	-	-	-
Debt service							
Principal	-	-	-	-	-	-	-
Interest and other charges	-	-	-	-	-	-	-
Bond issuance fees	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Total expenditures	-	52,500	-	51,806	4,938	-	27,095
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	134,555	1,550	8,815	12,864	58,406	-	30,965
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-	-	-
NET CHANGE IN FUND BALANCES	134,555	1,550	8,815	12,864	58,406	-	30,965
FUND BALANCES, BEGINNING OF YEAR	162,489	176,171	82,700	309,283	283,707	-	275,000
FUND BALANCES, END OF YEAR	$ 297,044	$ 177,721	$ 91,515	$ 322,147	$ 342,113	$ -	$ 305,965

Williamson County, Texas

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Continued
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2023

	Law Library	Local Provider Participation	Northwood Road District	Pass-through Funding Program	Pearson Place Road District	Pretrial Intervention Program	Records Archive
REVENUES							
Taxes	$ -	$ 21,753,272	$ 686,261	$ -	$ 292,959	$ -	$ -
Fees of office	341,382	-	-	-	-	-	1,076,561
Fines and forfeitures	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	261,440	-
Intergovernmental	-	-	-	-	-	-	-
Investment earnings	46,782	220,646	29,128	2,716,141	53,824	-	171,260
Miscellaneous	-	524,920	-	-	-	-	27
Total revenues	388,164	22,498,838	715,389	2,716,141	346,783	261,440	1,247,848
EXPENDITURES							
Current							
General government	-	-	9,651	-	7,619	-	723,914
Public safety	-	-	-	-	-	-	-
Transportation support	-	-	-	1,191	-	-	-
Judicial	104,662	-	-	-	-	261,440	-
Community services	-	23,721,109	-	-	-	-	-
Conservation	-	-	-	-	-	-	-
Debt service							
Principal	-	-	310,000	-	175,000	-	-
Interest and other charges	-	-	373,800	-	152,500	-	-
Bond issuance fees	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Total expenditures	104,662	23,721,109	693,451	1,191	335,119	261,440	723,914
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	283,502	(1,222,271)	21,938	2,714,950	11,664	-	523,934
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	-	-
Payments from sale of assets	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	-
Transfers out	-	-	-	(21,024,133)	-	-	-
Total other financing sources (uses)	-	-	-	(21,024,133)	-	-	-
NET CHANGE IN FUND BALANCES	283,502	(1,222,271)	21,938	(18,309,183)	11,664	-	523,934
FUND BALANCES, beginning of year	1,093,203	7,072,351	281,669	72,769,119	973,248	-	4,079,795
FUND BALANCES, end of year	$ 1,376,705	$ 5,850,080	$ 303,607	$ 54,459,936	$ 984,912	$ -	$ 4,603,729

Williamson County, Texas

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Continued
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2023

	Records Management and Preservation	Records Management	Records Technology	Regional Animal Shelter (WCRAS)	Somerset Hills Road District No. 3	Somerset Hills Road District No. 4	Specialty Court
REVENUES							
Taxes	$ -	$ -	$ -	$ -	$ -	$ 803,849	$ -
Fees of office	1,471,341	2,933	982	-	-	-	41,414
Fines and forfeitures	-	-	-	-	-	-	-
Charges for services	-	-	-	223,136	-	-	-
Intergovernmental	-	-	-	1,020,817	-	-	-
Investment earnings	274,953	24,675	-	28,852	4,268	106,813	-
Miscellaneous	50	-	3	455,785	-	750	4,755
Total revenues	1,746,344	27,608	985	1,728,590	4,268	911,412	46,169
EXPENDITURES							
Current							
General government	1,007,996	61,014	30	-	722,607	498,036	-
Public safety	-	-	-	-	-	-	-
Transportation support	-	-	-	-	-	-	-
Judicial	-	-	-	-	-	-	6,070
Community services	-	-	-	3,111,410	-	-	-
Conservation	-	-	-	-	-	-	-
Debt service							
Principal	-	-	-	-	-	270,000	-
Interest and other charges	-	-	-	-	-	581,151	-
Bond issuance fees	-	-	-	-	194,117	118,755	-
Capital outlay	-	-	-	-	-	-	-
Total expenditures	1,007,996	61,014	30	3,111,410	916,724	1,467,942	6,070
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	738,348	(33,406)	955	(1,382,820)	(912,456)	(556,530)	40,099
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	-	-	3,515,000	2,595,000	-
Discount on issuance of long-term debt	-	-	-	-	-	(103,501)	-
Payments from sale of assets	-	-	-	-	-	-	-
Transfers in	-	-	-	1,411,312	-	-	-
Transfers out	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	1,411,312	3,515,000	2,491,499	-
NET CHANGE IN FUND BALANCES	738,348	(33,406)	955	28,492	2,602,544	1,934,969	40,099
FUND BALANCES, beginning of year	7,723,707	573,312	356,753	843,222	-	780,779	147,822
FUND BALANCES, end of year	$ 8,462,055	$ 539,906	$ 357,708	$ 871,714	$ 2,602,544	$ 2,715,748	$ 187,921

Williamson County, Texas

Combining Statement of Revenues, Expenditures
and Changes in Fund Balances – Continued
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2023

	JJAEP Tier II	Tobacco	Teen Court Program	Truancy Program	Unclaimed Juvenile Restitution	WC Historical Commission	WM - City of Hutto and Hutto ISD
REVENUES							
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fees of office	-	-	-	68,986	-	-	-
Fines and forfeitures	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-	-
Intergovernmental	330,382	852,378	-	-	-	-	-
Investment earnings	-	371,909	-	-	1,655	-	-
Miscellaneous	205	773,727	-	12	100	4,051	674,186
Total revenues	330,587	1,998,014	-	68,998	1,755	4,051	674,186
EXPENDITURES							
Current							
General government	-	-	-	-	-	-	-
Public safety	85,225	-	-	-	-	-	-
Transportation support	-	-	-	-	-	-	-
Judicial	-	-	1,893	70,386	-	-	-
Community services	-	598,808	-	-	-	4,760	225,000
Conservation	-	-	-	-	-	-	-
Debt service	-						
Principal	-	-	-	-	-	-	-
Interest and other charges	-	-	-	-	-	-	-
Bond issuance fees	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Total expenditures	85,225	598,808	1,893	70,386	-	4,760	225,000
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	245,362	1,399,206	(1,893)	(1,388)	1,755	(709)	449,186
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	(337,093)
Total other financing sources (uses)	-	-	-	-	-	-	(337,093)
NET CHANGE IN FUND BALANCES	245,362	1,399,206	(1,893)	(1,388)	1,755	(709)	112,093
FUND BALANCES, beginning of year	257,481	8,562,351	5,497	359,775	13,462	16,607	560,072
FUND BALANCES, end of year	$ 502,843	$ 9,961,557	$ 3,604	$ 358,387	$ 15,217	$ 15,898	$ 672,165

Williamson County, Texas

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Continued
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2023

	WM - Community Recreation Facility	WM - Future Environmental Liability	WM - Master Site Development	Total Governmental Funds
REVENUES				
Taxes	$ -	$ -	$ -	$ 24,456,028
Fees of office	-	-	-	6,790,073
Fines and forfeitures	-	-	-	241,682
Charges for services	-	-	-	2,635,143
Intergovernmental	-	-	-	2,240,830
Investment earnings	84,470	183,963	58,132	5,341,988
Miscellaneous	336,949	674,186	336,948	12,312,826
Total revenues	421,419	858,149	395,080	54,018,570
EXPENDITURES				
Current				
General government	-	-	-	6,169,624
Public safety	-	-	-	2,590,358
Transportation support	-	-	-	1,191
Judicial	-	-	-	1,048,587
Community services	-	-	-	28,518,464
Conservation	-	-	-	672,611
Debt service				
Principal	-	-	-	1,665,000
Interest and other charges	-	-	-	1,192,351
Bond issuance fees	-	-	-	312,872
Capital outlay	-	-	-	101,510
Total expenditures	-	-	-	42,272,568
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	421,419	858,149	395,080	11,746,002
OTHER FINANCING SOURCES (USES)				
Issuance of long-term debt	-	-	-	6,110,000
Discount on issuance of long-term debt	-	-	-	(103,501)
Transfers in	-	-	-	1,978,718
Transfers out	-	-	-	(22,019,683)
Total other financing sources (uses)	-	-	-	(14,034,466)
NET CHANGE IN FUND BALANCES	421,419	858,149	395,080	(2,288,464)
FUND BALANCES, beginning	1,529,305	4,023,599	990,851	133,203,964
FUND BALANCES, ending	$ 1,950,724	$ 4,881,748	$ 1,385,931	$ 130,915,500

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Alternate Dispute Resolution
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 110,000	$ 196,478	$ 86,478
Investment earnings	2,350	25,676	23,326
Total revenues	112,350	222,154	109,804
EXPENDITURES			
Current			
Judicial	8,337	3	8,334
Total expenditures	8,337	3	8,334
Net change in fund balance	104,013	222,151	118,138
FUND BALANCE, beginning	542,071	542,071	-
FUND BALANCE, ending	$ 646,084	$ 764,222	$ 118,138

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Avery Ranch Road District
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Taxes	$ 903,203	$ 919,687	$ 16,484
Investment earnings	11,400	36,760	25,360
Total revenues	914,603	956,447	41,844
EXPENDITURES			
Current			
General government	18,000	13,194	4,806
Debt service			
Principal	910,000	910,000	-
Interest and other charges	84,900	84,900	-
Total expenditures	1,012,900	1,008,094	4,806
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(98,297)	(51,647)	46,650
FUND BALANCE, beginning	234,426	234,426	-
FUND BALANCE, ending	$ 136,129	$ 182,779	$ 46,650

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
CAMPO Personnel Fund
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Miscellaneous	$ 2,196,215	$ 2,055,570	$ (140,645)
Total revenues	2,196,215	2,055,570	(140,645)
EXPENDITURES			
Current			
General government	2,231,215	2,055,570	175,645
Total expenditures	2,231,215	2,055,570	175,645
Net change in fund balance	(35,000)	-	35,000
FUND BALANCE, beginning	-	-	-
FUND BALANCE, ending	$ (35,000)	$ -	$ 35,000

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Conservation Foundation
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Investment earnings	$ -	$ 538,432	$ 538,432
Miscellaneous	5,350	6,241,975	6,236,625
Total revenues	5,350	6,780,407	6,775,057
EXPENDITURES			
Current			
Conservation	1,076,248	672,611	403,637
Capital outlay	62,500	-	62,500
Total expenditures	1,138,748	672,611	466,137
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(1,133,398)	6,107,796	7,241,194
OTHER FINANCING USES			
Transfers out	(106,166)	(89,461)	16,705
Total other financing uses	(106,166)	(89,461)	16,705
Net change in fund balance	(1,239,564)	6,018,335	7,257,899
FUND BALANCE, beginning	8,500,615	8,500,615	-
FUND BALANCE, ending	$ 7,261,051	$ 14,518,950	$ 7,257,899

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
County and District Court Technology
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 3,680	$ 6,736	$ 3,056
Total revenues	3,680	6,736	3,056
EXPENDITURES			
Total expenditures	-	-	-
Net change in fund balance	3,680	6,736	3,056
FUND BALANCE, beginning	109,750	109,750	-
FUND BALANCE, ending	$ 113,430	$ 116,486	$ 3,056

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
County Attorney Hot Check
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 1,600	$ 1,590	$ (10)
Total revenues	1,600	1,590	(10)
EXPENDITURES			
Total expenditures	-	-	-
EXCESS OF REVENUES OVER EXPENDITURES	1,600	1,590	(10)
OTHER FINANCING USES			
Transfers out	(1,600)	(1,590)	10
Total other financing uses	(1,600)	(1,590)	10
Net change in fund balance	-	-	-
FUND BALANCE, beginning	-	-	-
FUND BALANCE, ending	$ -	$ -	$ -

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
County Sheriff Asset Forfeitures
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fines and forfeitures	$ -	$ 159,865	$ 159,865
Investment earnings	-	14,482	14,482
Miscellaneous revenue	-	4,450	4,450
Total revenues	-	178,797	178,797
EXPENDITURES			
Current			
Public safety	543,882	292,989	250,893
Capital outlay	102,585	82,361	20,224
Total expenditures	646,467	375,350	271,117
Net change in fund balance	(646,467)	(196,553)	449,914
FUND BALANCE, beginning	727,336	727,336	-
FUND BALANCE, ending	$ 80,869	$ 530,783	$ 449,914

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
County Radio Communications System (RCS)
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Charges for services	$ 1,577,280	$ 1,663,403	$ 86,123
Intergovernmental	-	-	-
Investment earnings	15,492	43,492	28,000
Miscellaneous	139,671	173,679	34,008
Total revenues	1,732,443	1,880,574	148,131
EXPENDITURES			
Current			
Public safety	2,072,325	2,071,437	888
Capital outlay	7,449	7,449	-
Total expenditures	2,079,774	2,078,886	888
Net change in fund balance	(347,331)	(198,312)	149,019
FUND BALANCE, beginning	739,349	739,349	-
FUND BALANCE, ending	$ 392,018	$ 541,037	$ 149,019

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Court Facility Fee
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 150,000	$ 194,512	$ 44,512
Total revenues	150,000	194,512	44,512
EXPENDITURES			
Total expenditures	-	-	-
Net change in fund balance	150,000	194,512	44,512
FUND BALANCE, beginning	130,801	130,801	-
FUND BALANCE, ending	$ 280,801	$ 325,313	$ 44,512

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Court Records Preservation
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 1,500	$ 982	$ (518)
Investment earnings	4,000	35,537	31,537
Total revenues	5,500	36,519	31,019
EXPENDITURES			
Current			
Judicial	135,500	-	135,500
Total expenditures	135,500	-	135,500
Net change in fund balance	(130,000)	36,519	166,519
FUND BALANCE, beginning	783,160	783,160	-
FUND BALANCE, ending	$ 653,160	$ 819,679	$ 166,519

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Court Reporter
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 204,000	$ 248,239	$ 44,239
Investment earnings	2,400	25,108	22,708
Total revenues	206,400	273,347	66,947
EXPENDITURES			
Current			
Judicial	87,361	59,409	27,952
Total expenditures	87,361	59,409	27,952
Net change in fund balance	119,039	213,938	94,899
FUND BALANCE, beginning	596,002	596,002	-
FUND BALANCE, ending	$ 715,041	$ 809,940	$ 94,899

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Courthouse Security
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 290,000	$ 325,433	$ 35,433
Investment earnings	2,000	21,552	19,552
Miscellaneous	-	352	352
Total revenues	292,000	347,337	55,337
EXPENDITURES			
Current			
Judicial	261,418	236,587	24,831
Total expenditures	261,418	236,587	24,831
Net change in fund balance	30,582	110,750	80,168
FUND BALANCE, beginning	556,175	556,175	-
FUND BALANCE, ending	$ 586,757	$ 666,925	$ 80,168

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
District Attorney Asset Forfeitures
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fines and forfeitures	$ -	$ 81,817	$ 81,817
Investment earnings	-	12,960	12,960
Miscellaneous	-	4,551	4,551
Total revenues	-	99,328	99,328
EXPENDITURES			
Current			
Judicial	214,511	150,442	64,069
Total expenditures	214,511	150,442	64,069
Net change in fund balance	(214,511)	(51,114)	163,397
FUND BALANCE, beginning	359,115	359,115	-
FUND BALANCE, ending	$ 144,604	$ 308,001	$ 163,397

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Election Chapter 19
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Intergovernmental	$ 106,744	$ 37,253	$ (69,491)
Total revenues	106,744	37,253	(69,491)
EXPENDITURES			
Current			
General government	106,744	37,253	69,491
Total expenditures	106,744	37,253	69,491
Net change in fund balance	-	-	-
FUND BALANCE, beginning	-	-	-
FUND BALANCE, ending	$ -	$ -	$ -

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Election HAVA
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Investment earnings	$ -	$ 70,255	$ 70,255
Total revenues	-	70,255	70,255
EXPENDITURES			
Current			
General government	75,000	-	75,000
Total expenditures	75,000	-	75,000
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(75,000)	70,255	145,255
OTHER FINANCING SOURCES			
Transfers In	-	448,914	448,914
Total other financing sources	-	448,914	448,914
Net change in fund balance	(75,000)	519,169	594,169
FUND BALANCE, beginning of yea	1,607,934	1,607,934	-
FUND BALANCE, ending	$ 1,532,934	$ 2,127,103	$ 594,169

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Election Services Contract
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 1,153,578	$ 1,576,325	$ 422,747
Total revenues	1,153,578	1,576,325	422,747
EXPENDITURES			
Current			
General government	1,335,720	1,032,740	302,980
Total expenditures	1,335,720	1,032,740	302,980
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(182,142)	543,585	725,727
OTHER FINANCING SOURCES (USES)			
Transfers in	-	118,492	118,492
Transfers out	(567,406)	(567,406)	-
Total other financing sources (uses)	(567,406)	(448,914)	118,492
Net change in fund balance	(749,548)	94,671	844,219
FUND BALANCE, beginning	394,707	394,707	-
FUND BALANCE, ending	$ (354,841)	$ 489,378	$ 844,219

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Guardianship
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 47,000	$ 54,050	$ 7,050
Total revenues	47,000	54,050	7,050
EXPENDITURES			
Current			
Judicial	52,500	52,500	-
Total expenditures	52,500	52,500	-
Net change in fund balance	(5,500)	1,550	7,050
FUND BALANCE, beginning	176,171	176,171	-
FUND BALANCE, ending	$ 170,671	$ 177,721	$ 7,050

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Judicial Education Probate Court
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 8,300	$ 8,815	$ 515
Total revenues	8,300	8,815	515
EXPENDITURES			
Current			
Judicial	4,000	-	4,000
Total expenditures	4,000	-	4,000
Net change in fund balance	4,300	8,815	4,515
FUND BALANCE, beginning	82,700	82,700	-
FUND BALANCE, ending	$ 87,000	$ 91,515	$ 4,515

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Justice Court Technology
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 41,200	$ 52,761	$ 11,561
Investment earnings	1,600	11,909	10,309
Total revenues	42,800	64,670	21,870
EXPENDITURES			
Current			
Judicial	91,224	51,806	39,418
Total expenditures	91,224	51,806	39,418
Net change in fund balance	(48,424)	12,864	61,288
FUND BALANCE, beginning	309,283	309,283	-
FUND BALANCE, ending	$ 260,859	$ 322,147	$ 61,288

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Justice of the Peace Security
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 50,300	$ 63,344	$ 13,044
Total revenues	50,300	63,344	13,044
EXPENDITURES			
Current			
Judicial	24,334	4,938	19,396
Total expenditures	24,334	4,938	19,396
Net change in fund balance	25,966	58,406	32,440
FUND BALANCE, beginning	283,707	283,707	-
FUND BALANCE, ending	$ 309,673	$ 342,113	$ 32,440

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Juvenile Fee
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	62,150	$ 12,465	$ (49,685)
Miscellaneous	-	45,595	45,595
Total revenues	62,150	58,060	(4,090)
EXPENDITURES			
Current			
Public Safety	36,000	27,095	$ (8,905)
Total expenditures	36,000	27,095	(8,905)
Net change in fund balance	26,150	30,965	4,815
FUND BALANCE, beginning	275,000	275,000	-
FUND BALANCE, ending	$ 301,150	$ 305,965	$ 4,815

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Law Library
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 270,000	$ 341,382	$ 71,382
Investment earnings	10,000	46,782	36,782
Total revenues	280,000	388,164	108,164
EXPENDITURES			
Current			
Judicial	200,000	104,662	95,338
Total expenditures	200,000	104,662	95,338
Net change in fund balance	80,000	283,502	203,502
FUND BALANCE, beginning	1,093,203	1,093,203	-
FUND BALANCE, ending	$ 1,173,203	$ 1,376,705	$ 203,502

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Northwoods Road District
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Taxes	$ 676,133	$ 686,261	$ 10,128
Investment earnings	8,800	29,128	20,328
Total revenues	684,933	715,389	30,456
EXPENDITURES			
Current			
General government	11,050	9,651	1,399
Debt service			
Principal	310,000	310,000	-
Interest and other charges	373,800	373,800	-
Total expenditures	694,850	693,451	1,399
Net change in fund balance	(9,917)	21,938	31,855
FUND BALANCE, beginning	281,669	281,669	-
FUND BALANCE, ending	$ 271,752	$ 303,607	$ 31,855

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Pearson Place Road District
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Taxes	$ 287,076	$ 292,959	$ 5,883
Investment earnings	13,200	53,824	40,624
Total revenues	300,276	346,783	46,507
EXPENDITURES			
Current			
General government	8,925	7,619	1,306
Debt service			
Principal	175,000	175,000	-
Interest and other charges	152,500	152,500	-
Total expenditures	336,425	335,119	1,306
Net change in fund balance	(36,149)	11,664	47,813
FUND BALANCE, beginning	973,248	973,248	-
FUND BALANCE, ending	$ 937,099	$ 984,912	$ 47,813

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Pretrial Intervention Program
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Charges for services	$ 262,700	$ 261,440	$ (1,260)
Total revenues	262,700	261,440	(1,260)
EXPENDITURES			
Current			
Judicial	262,700	261,440	1,260
Total expenditures	262,700	261,440	1,260
Net change in fund balance	-	-	-
FUND BALANCE, beginning	-	-	-
FUND BALANCE, ending	$ -	$ -	$ -

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Records Archive
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 1,600,000	$ 1,076,561	$ (523,439)
Investment earnings	17,000	171,260	154,260
Miscellaneous	-	27	27
Total revenues	1,617,000	1,247,848	(369,152)
EXPENDITURES			
Current			
General government	775,402	723,914	51,488
Total expenditures	775,402	723,914	51,488
Net change in fund balance	841,598	523,934	(317,664)
FUND BALANCE, beginning	4,079,795	4,079,795	-
FUND BALANCE, ending	$ 4,921,393	$ 4,603,729	$ (317,664)

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Records Management and Preservation
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 1,730,000	$ 1,471,341	$ (258,659)
Investment earnings	96,000	274,953	178,953
Miscellaneous	-	50	50
Total revenues	1,826,000	1,746,344	(79,656)
EXPENDITURES			
Current			
General government	1,172,471	1,007,996	164,475
Total expenditures	1,172,471	1,007,996	164,475
Net change in fund balance	653,529	738,348	84,819
FUND BALANCE, beginning	7,723,707	7,723,707	-
FUND BALANCE, ending	$ 8,377,236	$ 8,462,055	$ 84,819

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Records Management
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 25,000	$ 2,933	$ (22,067)
Investment earnings	3,000	24,675	21,675
Total revenues	28,000	27,608	(392)
EXPENDITURES			
Current			
General government	151,594	61,014	90,580
Total expenditures	151,594	61,014	90,580
Net change in fund balance	(123,594)	(33,406)	90,188
FUND BALANCE, beginning	573,312	573,312	-
FUND BALANCE, ending	$ 449,718	$ 539,906	$ 90,188

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Records Technology
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 1,200	$ 982	$ (218)
Miscellaneous	-	3	3
Total revenues	1,200	985	(215)
EXPENDITURES			
Current			
General government	36,451	30	36,421
Total expenditures	36,451	30	36,421
Net change in fund balance	(35,251)	955	36,206
FUND BALANCE, beginning	356,753	356,753	-
FUND BALANCE, ending	$ 321,502	$ 357,708	$ 36,206

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Regional Animal Shelter (WCRAS)
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Charges for service	$ 247,000	$ 223,136	$ (23,864)
Intergovernmental	1,042,245	1,020,817	(21,428)
Investment earnings	24,371	28,852	4,481
Miscellaneous	442,697	455,785	13,088
Total revenues	1,756,313	1,728,590	(27,723)
EXPENDITURES			
Current			
Community services	4,332,390	3,111,410	1,220,980
Total expenditures	4,332,390	3,111,410	1,220,980
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(2,576,077)	(1,382,820)	1,193,257
OTHER FINANCING SOURCES			
Transfers in	1,507,277	1,411,312	(95,965)
Total other financing sources	1,507,277	1,411,312	(95,965)
Net change in fund balance	(1,068,800)	28,492	1,097,292
FUND BALANCE, beginning	843,222	843,222	-
FUND BALANCE, ending	$ (225,578)	$ 871,714	$ 1,097,292

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Somerset Hills Road District No. 4
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Taxes	$ 781,055	$ 803,849	$ 22,794
Investment earnings	4,800	106,813	102,013
Miscellaneous	-	750	750
Total revenues	785,855	911,412	125,557
EXPENDITURES			
Current			
General government	9,231	498,036	(488,805)
Debt service			
Principal	270,000	270,000	-
Interest and other charges	680,915	581,151	99,764
Bond issuance fees	-	118,755	(118,755)
Total expenditures	960,146	1,467,942	(507,796)
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(174,291)	(556,530)	(382,239)
OTHER FINANCING SOURCES (USES)			
Issuance of long-term debt	-	2,595,000	2,595,000
Discount on issuance of long-term debt	-	(103,501)	(103,501)
Total other financing sources (uses)	-	2,491,499	2,491,499
Net change in fund balance	(174,291)	1,934,969	2,109,260
FUND BALANCE, beginning	780,779	780,779	-
FUND BALANCE, ending	$ 606,488	$ 2,715,748	$ 2,109,260

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Specialty Court
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 16,700	$ 41,414	$ 24,714
Miscellaneous	-	4,755	4,755
Total revenues	16,700	46,169	29,469
EXPENDITURES			
Current			
Judicial	28,000	6,070	21,930
Total expenditures	28,000	6,070	21,930
Net change in fund balance	(11,300)	40,099	51,399
FUND BALANCE, beginning	147,822	147,822	-
FUND BALANCE, ending	$ 136,522	$ 187,921	$ 51,399

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
JJAEP Tier II
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Intergovernmental	$ -	$ 330,382	$ 330,382
Miscellaneous	-	205	205
Total revenues	-	330,587	330,587
EXPENDITURES			
Current			
Public safety	240,901	85,225	155,676
Total expenditures	240,901	85,225	155,676
DEFICIENCY OF REVENUES OVER EXPENDITURES	(240,901)	245,362	486,263
OTHER FINANCING SOURCES (USES)			
Transfers out	-	-	-
Total other financing sources and (uses)	-	-	-
Net change in fund balance	(240,901)	245,362	486,263
FUND BALANCE, beginning	257,481	257,481	-
FUND BALANCE, ending	$ 16,580	$ 502,843	$ 486,263

Williamson County, Texas
Schedule of Revenues, Expenditures And
Changes In Fund Balance – Budget And Actual
Tobacco
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Intergovernmental	$ 365,000	$ 852,378	$ 487,378
Investment income	45,000	371,909	326,909
Miscellaneous	-	773,727	773,727
Total revenues	410,000	1,998,014	1,588,014
EXPENDITURES			
Current			
Community services	629,117	598,808	30,309
Total expenditures	629,117	598,808	30,309
EXCESS OF REVENUES OVER EXPENDITURES	(219,117)	1,399,206	1,618,323
OTHER FINANCING USES			
Transfers out	-	-	-
Total other financing uses	-	-	-
Net change in fund balance	(219,117)	1,399,206	1,618,323
FUND BALANCE, beginning	8,562,351	8,562,351	-
FUND BALANCE, ending	$ 8,343,234	$ 9,961,557	$ 1,618,323

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Teen Court Program
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Miscellaneous	$ -	$ -	$ -
Total revenues	-	-	-
EXPENDITURES			
Current			
Judicial	6,181	1,893	4,288
Total expenditures	6,181	1,893	4,288
Net change in fund balance	(6,181)	(1,893)	4,288
FUND BALANCE, beginning	5,497	5,497	-
FUND BALANCE, ending	$ (684)	$ 3,604	$ 4,288

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Truancy Program
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 56,700	$ 68,986	$ 12,286
Miscellaneous	-	12	12
Total revenues	56,700	68,998	12,298
EXPENDITURES			
Current			
Judicial	161,217	70,386	90,831
Total expenditures	161,217	70,386	90,831
Net change in fund balance	(104,517)	(1,388)	103,129
FUND BALANCE, beginning	359,775	359,775	-
FUND BALANCE, ending	$ 255,258	$ 358,387	$ 103,129

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
WC Historical Commission
For the Fiscal Year Ended September 30, 2023

	Final	Actual	Variance Positive (Negative)
REVENUES			
Miscellaneous	$ 5,451	$ 4,051	$ (1,400)
Total revenues	5,451	4,051	(1,400)
EXPENDITURES			
Current			
Community service	8,579	4,760	3,819
Total expenditures	8,579	4,760	3,819
Net change in fund balance	(3,128)	(709)	2,419
FUND BALANCE, beginning of year	16,607	16,607	-
FUND BALANCE, ending	$ 13,479	$ 15,898	$ 2,419

Internal Service Funds

Internal Service Funds are used to account for the financing of goods or services provided by one department to other departments of the County on a cost-reimbursement basis.

Benefits Program – This fund is used to account for the accumulation and allocation of costs associated with medical and dental benefits.

Fleet Maintenance – This fund is used to account for the maintenance and repair of motor vehicle and related costs.

Williamson County, Texas
Combining Statement of Net Position
Internal Service Funds
September 30, 2023

	Benefits Program	Fleet Management	Total
ASSETS			
Current assets			
Cash and investments	$ 21,433,236	$ -	$ 21,433,236
Accounts receivables	91,152	7,466	98,618
Inventory	-	293,382	293,382
Prepaid expenses	540,955	-	540,955
Total current assets	22,065,343	300,848	22,366,191
Non-current assets			
Capital assets			
Machinery and equipment	-	637,225	637,225
Intangibles	-	6,547	6,547
Right-of-use assets, subscriptions	336,713	-	336,713
Less accumulated depreciation and amortization	(192,704)	(476,152)	(668,856)
Total non-current assets	144,009	167,620	311,629
Total assets	22,209,352	468,468	22,677,820
LIABILITIES			
Current liabilities			
Accounts payable	284,970	249,327	534,297
Accrued liabilities	1,230,283	47,908	1,278,191
Subscriptions payable, current	173,086	-	173,086
Due to other funds	-	528,167	528,167
Interest payable	448	-	448
Total liabilities	1,688,787	825,402	2,514,189
NET POSITION			
Net investment in capital assets	-	167,620	167,620
Unrestricted	20,520,565	(524,554)	19,996,011
TOTAL NET POSITION	$ 20,520,565	$ (356,934)	$ 20,163,631

Williamson County, Texas
Combining Statement of Revenues, Expenses
and Changes in Fund Net Position
Internal Service Funds
For the Fiscal Year Ended September 30, 2023

	Benefits Program	Fleet Management	Total
OPERATING REVENUES			
Employer contributions	$ 21,487,396	$ -	$ 21,487,396
Employee contributions	5,321,228	-	5,321,228
Charge for services	-	4,408,146	4,408,146
Total operating revenues	26,808,624	4,408,146	31,216,770
OPERATING EXPENSES			
Claims	19,344,033	-	19,344,033
Insurance	2,432,759	-	2,432,759
Administration	1,756,654	941,760	2,698,414
Professional and contracted services	-	7,680	7,680
Supplies and parts	216	3,359,123	3,359,339
Depreciation and amortization	192,704	33,699	226,403
Total operating expenses	23,726,366	4,342,262	28,068,628
OPERATING INCOME	3,082,258	65,884	3,148,142
NON-OPERATING REVENUES (EXPENSES)			
Interest income (expense)	825,764	-	825,764
Total non-operating revenues (expenses)	825,764	-	825,764
CHANGE IN NET POSITION	3,908,022	65,884	3,973,906
TOTAL NET POSITION, beginning	16,612,543	(422,818)	16,189,725
TOTAL NET POSITION, ending	$ 20,520,565	$ (356,934)	$ 20,163,631

Williamson County, Texas
Combining Statement of Cash Flows
Internal Service Funds
For the Fiscal Year Ended September 30, 2023

	Benefits Program	Fleet Management	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers and users	$ 27,430,308	$ 4,407,685	$ 31,837,993
Payments to suppliers	(21,895,040)	(3,356,814)	(25,251,854)
Payments to employees	(1,756,654)	(1,007,909)	(2,764,563)
Net cash flows provided by operating activities	3,778,614	42,962	3,821,576
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Principal paid on subscriptions	(163,627)	-	(163,627)
Interest paid on subscriptions	(7,260)	-	(7,260)
Acquisition and construction of capital assets	-	(42,962)	(42,962)
Net cash flows used in capital and related financing activities	(170,887)	(42,962)	(213,849)
CASH FLOWS FROM INVESTING ACTIVITIES			
Investment earnings and other revenue	833,024	-	833,024
Net cash flows provided by investing activities	833,024	-	833,024
Change in cash and cash equivalents	4,440,751	-	4,440,751
CASH AND CASH EQUIVALENTS, beginning	16,992,485	-	16,992,485
CASH AND CASH EQUIVALENTS, ending	$ 21,433,236	$ -	$ 21,433,236
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES			
Operating income	$ 3,082,258	$ 65,884	$ 3,148,142
Adjustments to reconcile operating income to net cash provided by operating activities			
Depreciation and amortization	192,704	33,699	226,403
Change in assets and liabilities			
Accounts receivable	621,684	(461)	621,223
Inventory	-	9,263	9,263
Prepaid expenses	(229,388)	-	(229,388)
Accounts payable	(46,538)	1,573	(44,965)
Accrued liabilities	157,446	(847)	156,599
Due to other funds	-	(66,149)	(66,149)
Interest payable	448	-	448
NET CASH PROVIDED BY OPERATING ACTIVITIES	$ 3,778,614	$ 42,962	$ 3,821,576

Fiduciary Funds

Custodial Funds

Custodial Funds serve primarily as clearing mechanisms for cash resources, which are collected by a governmental unit, held as such for a brief period, and then distributed to authorized recipients.

The following comprise the County's Custodial Funds:

- Justice of the Peace Bond
- County Attorney Hot Check Restitution
- District Attorney Forfeitures
- County Clerk Trust
- District Clerk Trust
- Juvenile Services
- Sheriff's Office Inmate Trust
- Sheriff's Office Cash Bond
- Tax Assessor – Collector
- Bail Bonds
- CAMPO

Williamson County, Texas
Combining Statement of Net Position
Fiduciary Funds
September 30, 2023

	Justice of the Peace No. 2 Bond	County Attorney Hot Checks	District Attorney Forfeitures	County Clerk	District Clerk	Juvenile Services
ASSETS						
Cash and investments	$ -	$ 487	$ 1,463,760	$ 20,072,994	$ 3,353,676	$ 37,772
Accounts receivable	-	-	-	-	-	-
Prepaids	-	-	-	-	-	-
TOTAL ASSETS	-	487	1,463,760	20,072,994	3,353,676	37,772
LIABILITIES						
Accounts payable	-	-	-	-	-	-
Due to other governments	-	-	-	-	-	-
Total liabilities	-	-	-	-	-	-
NET POSITION						
Individuals, organizations, and other governments	-	487	1,463,760	20,072,994	3,353,676	37,772
TOTAL NET POSITION	$ -	$ 487	$ 1,463,760	$ 20,072,994	$ 3,353,676	$ 37,772

Williamson County, Texas
Combining Statement of Net Position
Fiduciary Funds - Continued
September 30, 2023

	Sheriff's Office Inmate Trust	Sheriff's Office Cash Bond	Tax Assessor-Collector	Bail Bonds	CAMPO	Total Custodial Funds
ASSETS						
Cash and investments	$ 189,294	$ 157,644	$ 15,022,192	$ 2,704,897	$ -	$ 43,002,716
Accounts receivable	-	-	-	-	2,196,826	2,196,826
Prepaids	-	-	-	-	76,771	76,771
TOTAL ASSETS	189,294	157,644	15,022,192	2,704,897	2,273,597	45,276,313
LIABILITIES						
Accounts payable	-	-	-	-	682,446	682,446
Due to other governments	-	-	-	-	1,232,534	1,232,534
Total liabilities	-	-	-	-	1,914,980	1,914,980
NET POSITION						
Individuals, organizations, and other governments	189,294	157,644	15,022,192	2,704,897	358,617	43,361,333
TOTAL NET POSITION	$ 189,294	$ 157,644	$ 15,022,192	$ 2,704,897	$ 358,617	$ 43,361,333

Williamson County, Texas
Combining Statement of Revenues, Expenses
and Changes in Net Position
Fiduciary Funds
For the Fiscal Year Ended September 30, 2023

	Justice of the Peace No. 2 Bond	County Attorney Hot Checks	District Attorney Forfeitures	County Clerk	District Clerk	Juvenile Services
ADDITIONS						
Tax collections from other governments	$ -	$ -	$ -	$ -	$ -	$ -
Fees for other government	-	1,590	-	-	-	-
Held for others	2,493	18,714	338,591	27,234,774	2,452,971	16,933
Interest Income	-	-	65,767	345,125	54,251	1,734
Total additions	2,493	20,304	404,358	27,579,899	2,507,222	18,667
DEDUCTIONS						
Payments to other governments	2,430	2,154	337,664	368,871	337,885	62,299
Payments to individuals	1,529	18,783	57,725	15,215,371	2,811,599	2,369
Total deductions	3,959	20,937	395,389	15,584,242	3,149,484	64,668
NET INCREASE (DECREASE) IN FIDUCIARY NET POSITION	(1,466)	(633)	8,969	11,995,657	(642,262)	(46,001)
NET POSITION, beginning of year	1,466	1,120	1,454,791	8,077,337	3,995,938	83,773
NET POSITION, end of year	$ -	$ 487	$ 1,463,760	$ 20,072,994	$ 3,353,676	$ 37,772

Williamson County, Texas
Combining Statement of Revenues, Expenses
and Changes in Net Position
Fiduciary Funds - Continued
For the Fiscal Year Ended September 30, 2023

	Sheriff's Office Inmate Trust	Sheriff's Office Cash Bond	Tax Assessor-Collector	Bail Bonds	CAMPO	Total Custodial Funds
ADDITIONS						
Tax collections from other governments	$ -	$ -	$ 3,119,017,554	$ -	$ -	$ 3,119,017,554
Fees for other government	-	-	-	-	-	1,590
Held for others	1,704,760	2,371,171	-	-	4,877,345	39,017,752
Interest Income	-	-	2,065,687	-	-	2,532,564
Total additions	1,704,760	2,371,171	3,121,083,241	-	4,877,345	3,160,569,460
DEDUCTIONS						
Payments to other governments	455,015	1,808,776	3,090,551,963	-	122,491	3,094,049,548
Payments to individuals	1,260,560	577,417	29,450,369	286,000	4,467,384	54,149,106
Total deductions	1,715,575	2,386,193	3,120,002,332	286,000	4,589,875	3,148,198,654
NET INCREASE (DECREASE) IN FIDUCIARY NET POSITION	(10,815)	(15,022)	1,080,909	(286,000)	287,470	12,370,806
NET POSITION, beginning of year	200,109	172,666	13,941,283	2,990,897	71,147	30,990,527
NET POSITION, end of year	$ 189,294	$ 157,644	$ 15,022,192	$ 2,704,897	$ 358,617	$ 43,361,333

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Statistical Information
(Unaudited)

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This portion of Williamson County's annual comprehensive financial report presents multiple years of data to provide a historical perspective for understanding the information available in the financial statements, note disclosures, and required supplementary information and for assessing the County's overall financial health.

Contents

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Financial Trends 156
These schedules contain trend information to help the reader understand how the County's financial performance and well-being have changed over time.

Revenue Capacity 160
These schedules contain trend information to help the reader assess the County's most significant local revenue resource.

Debt Capacity 167
These schedules contain trend information to help the reader assess the affordability of the County's current levels of outstanding debt and the County's ability to issue additional debt in the future.

Economic and Demographic Indicators 172
These schedules contain economic and demographic information to help the reader understand the environment within which the County's financial activities take place.

Operating Information 174
These schedules contain service and infrastructure data to help the reader understand how the information in the County's financial report relates to the services and activities performed by the County.

Miscellaneous Information 179
These pages contain additional data about the area, communities, colleges, medical facilities, and County government offices.

Williamson County, Texas

Table 1

Net Position by Component
Last Ten Fiscal Years
(Full Accrual Basis of Accounting)

	Fiscal Year									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Government activities										
Net investment in capital assets	$ 1,209,223,449	$ 1,001,153,598	$ 270,544,977	$ 716,022,842	$ 637,304,132	$ 388,681,714	$ 412,098,469	$ 365,342,452	$ 445,160,755	$ 253,798,426
Restricted	700,591,876	699,215,634	606,279,506	70,967,293	60,512,370	76,157,795	61,342,122	49,879,697	42,611,846	35,850,736
Unassigned	(777,717,630)	(749,057,671)	(168,337,998)	(221,331,942)	(250,047,739)	(115,140,490)	(222,463,184)	(287,988,424)	(348,784,532)	(174,517,303)
Total Government activities net position	$ 1,132,097,695	$ 951,311,561	$ 708,486,485	$ 565,658,193	$ 447,768,763	$ 349,699,019	$ 250,977,407	$ 127,233,725	$ 138,988,069	$ 115,131,859
Primary government										
Invested in capital assets, net of related debt	$ 1,209,223,449	$ 1,001,153,598	$ 270,544,977	$ 716,022,842	$ 637,304,132	$ 388,681,714	$ 412,098,469	$ 365,342,452	$ 445,160,755	$ 253,798,426
Restricted	700,591,876	699,215,634	606,279,506	70,967,293	60,512,370	76,157,795	61,342,122	49,879,697	42,611,846	35,850,736
Unassigned	(777,717,630)	(749,057,671)	(168,337,998)	(221,331,942)	(250,047,739)	(115,140,490)	(222,463,184)	(287,988,424)	(348,784,532)	(174,517,303)
Total primary government net position	$ 1,132,097,695	$ 951,311,561	$ 708,486,485	$ 565,658,193	$ 447,768,763	$ 349,699,019	$ 250,977,407	$ 127,233,725	$ 138,988,069	$ 115,131,859

Source: Annual Comprehensive Financial Report

Notes:

Financial data includes Avery Ranch, Pearson Place, Northwoods Road Districts, Somerset Hills No. 4, and Somerset Hills No. 3 Road Districts (blended component units).

The County is not currently engaged in any business-type activities, and accordingly, does not present business -type information above.

Williamson County, Texas

Table 2

Changes in Net Position
Last Ten Fiscal Years
(Full Accrual Basis of Accounting)

	Fiscal Year									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Expenses										
Government activities:										
General government	$ 94,990,584	$ 95,241,179	$ 81,509,475	$ 95,818,018	$ 58,051,710	$ 54,797,454	$ 34,560,332	$ 48,471,235	$ 33,113,079	$ 32,522,582
Public safety	168,344,228	109,407,176	97,377,417	109,312,387	116,707,999	99,809,010	69,592,308	115,818,653	87,932,683	88,098,767
Transportation support	122,432,160	89,819,635	92,821,273	81,453,260	62,487,644	72,329,109	55,114,815	99,775,558	78,977,229	87,436,401
Judicial	44,515,813	32,902,982	27,235,265	30,242,867	33,832,980	27,337,346	18,656,716	31,025,054	23,581,105	22,685,570
Community services	49,864,644	45,197,557	31,102,956	30,383,602	48,664,236	32,584,267	15,685,849	21,383,743	18,727,680	16,796,646
Conservation	684,354	740,997	962,046	1,373,775	709,525	369,119	1,300,206	560,710	407,345	347,751
Interest on long term debt	31,286,522	32,446,311	35,118,001	40,758,044	38,255,649	40,588,916	39,492,764	41,283,450	40,308,534	35,634,706
Total government activities expenses	512,118,305	405,755,837	366,126,433	389,341,953	358,709,743	327,815,221	234,402,990	358,318,403	283,047,655	283,522,423
Total primary government expenses	512,118,305	405,755,837	366,126,433	389,341,953	358,709,743	327,815,221	234,402,990	358,318,403	283,047,655	283,522,423
Program Revenues										
Government activities										
Fees, fines and charges for services:										
General government	27,307,533	29,408,569	29,566,682	22,780,725	19,619,138	18,442,156	17,726,272	16,936,279	15,659,297	13,561,355
Public safety	20,677,933	18,088,427	13,335,568	12,527,369	13,466,619	14,595,110	13,330,502	12,310,097	14,976,278	15,081,873
Transportation support	10,774,362	10,695,833	10,019,724	8,821,259	9,016,332	7,807,781	5,901,946	6,267,221	6,155,099	5,944,938
Judicial	5,065,274	4,147,635	3,669,049	4,471,701	5,160,524	5,465,161	6,487,199	5,920,681	6,019,784	6,862,678
Community services	2,511,417	2,600,751	2,468,687	2,395,247	2,251,911	267,917	3,694,941	2,515,080	1,613,488	1,610,982
Conservation	1,004,799	1,930,744	499,466	2,136,744	1,268,122	1,974,710	-	-	-	-
Operating grants and contributions	66,147,266	56,632,343	53,433,019	64,303,593	13,699,587	17,125,735	7,389,422	7,021,670	7,327,581	11,059,515
Capital grants and contributions	78,721,735	137,008,334	36,176,049	49,873,724	68,415,425	48,139,969	54,957,868	63,114,526	59,565,089	49,107,663
Total governmental activities program revenues	212,210,319	260,512,636	149,168,244	167,310,362	132,897,658	113,818,539	109,488,150	114,085,554	111,316,616	103,229,004
Total primary government program revenues	212,210,319	260,512,636	149,168,244	167,310,362	132,897,658	113,818,539	109,488,150	114,085,554	111,316,616	103,229,004
Net (expense) revenue										
Government activities	(299,907,986)	(145,243,201)	(216,958,189)	(222,031,591)	(225,812,085)	(213,996,682)	(124,914,840)	(244,232,849)	(171,731,039)	(180,293,419)
Total primary government net expense	(299,907,986)	(145,243,201)	(216,958,189)	(222,031,591)	(225,812,085)	(213,996,682)	(124,914,840)	(244,232,849)	(171,731,039)	(180,293,419)
General Revenues and other Changes in Net Position										
Government activities:										
Taxes:										
Property taxes, levied for general purposes	196,965,239	181,421,949	171,768,414	163,932,640	146,561,112	120,231,990	140,500,042	128,577,499	116,814,321	104,957,462
Property taxes, levied for farm to market	41,539,986	34,399,660	29,432,670	27,439,690	25,264,772	23,002,816	20,691,651	18,552,068	16,521,025	14,681,846
Property taxes, levied for debt service	167,188,852	161,656,245	139,783,452	127,048,877	122,161,032	129,065,600	88,542,902	79,408,330	70,940,367	63,279,169
Other taxes	24,543,802	21,774,138	16,291,760	11,304,726	15,533,141	31,775,438	1,497,202	1,328,610	1,118,611	987,258
Investment earnings	50,115,081	(11,761,190)	2,325,656	9,818,234	14,119,674	8,477,449	4,713,739	2,826,060	1,291,116	564,343
Miscellaneous	341,160	577,475	184,529	376,854	242,098	165,001	2,014,239	1,785,938	2,602,864	3,464,348
Transfers	-	-	-	-	-	-	-	-	-	-
Total governmental activities	480,694,120	388,068,277	359,786,481	339,921,021	323,881,829	312,718,294	257,959,775	232,478,505	209,288,304	187,934,426
Total primary government	480,694,120	388,068,277	359,786,481	339,921,021	323,881,829	312,718,294	257,959,775	232,478,505	209,288,304	187,934,426
Change in net position										
Governmental activities	180,786,134	242,825,076	142,828,292	117,889,430	98,069,744	98,721,612	133,044,935	(11,754,344)	37,557,265	7,641,007
Total primary government	$ 180,786,134	$ 242,825,076	$ 142,828,292	$ 117,889,430	$ 98,069,744	$ 98,721,612	$ 133,044,935	$ (11,754,344)	$ 37,557,265	$ 7,641,007
Prior period adjustment	$ -	$ -	$ -	$ -	$ -	$ (9,301,253)	$ -	$ -	$ -	$ -

Source: Annual Comprehensive Financial Report

Notes:

Financial data includes Avery Ranch, Pearson Place, Northwoods Road Districts, Somerset Hills No. 4, and Somerset Hills No. 3 Road Districts (blended component units).

Williamson County, Texas **Table 3**

Fund Balances
Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

	Fiscal Year									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
General fund										
Nonspendable	$ 88,808	$ 22,624	$ 638,440	$ 667,944	$ 721,804	$ 824,721	$ 811,865	$ 857,744	$ 885,700	$ 940,866
Committed	48,813,426	40,907,524	36,528,891	32,074,882	28,263,350	19,350,387	12,071,125	3,534,167	5,475,348	4,926,787
Unassigned	153,654,737	135,158,551	130,659,577	106,276,815	91,171,890	93,426,415	86,343,485	82,585,995	77,142,946	69,784,418
Total general fund	$ 202,556,971	$ 176,088,699	$ 167,826,908	$ 139,019,641	$ 120,157,044	$ 113,601,523	$ 99,226,475	$ 86,977,906	$ 83,503,994	$ 75,652,071
All other governmental funds										
Nonspendable	$ 1,118,969	$ 388,907	$ 104,332,262	$ 116,846,937	$ 127,582,740	$ 131,595,069	$ 445,019	$ 601,831	$ -	$ -
Restricted	702,049,623	374,809,973	335,794,554	345,228,101	208,524,559	122,870,856	288,414,746	348,991,227	-	-
Committed	-	-	-	-	-	760,215	1,366,480	1,360,754	-	-
Unassigned, reported in:										
Special Revenue Fund	-	-	-	-	-	(3,201)	-	-	136,252,756	29,396,121
Debt Service Fund	-	-	-	-	-	-	-	-	21,876,358	24,244,442
Capital projects fund	-	-	-	-	-	-	-	-	174,188,055	249,168,865
Total all other governmental funds	$ 703,168,592	$ 375,198,880	$ 440,126,816	$ 462,075,038	$ 336,107,299	$ 255,222,939	$ 290,226,245	$ 350,953,812	$ 332,317,169	$ 302,809,428

Source: Annual Comprehensive Financial Report

Notes:

Financial data includes Avery Ranch, Pearson Place, Northwoods Road Districts, Somerset Hills No. 4, and Somerset Hills No. 3 Road Districts (blended component units).

* Incudes encumbrances and prepaid items.

Williamson County, Texas

Table 4

Changes in Fund Balances
Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

	Fiscal Year									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
REVENUES										
Taxes	$ 431,187,472	$ 398,041,068	$ 356,796,154	$ 329,776,593	$ 309,654,849	$ 303,321,453	$ 251,551,065	$ 227,954,402	$ 205,237,263	$ 184,102,492
Fees of office	24,985,714	25,090,192	23,609,021	19,753,745	19,600,375	17,967,236	18,408,551	17,991,608	16,644,320	15,051,769
Fines and forfeitures	2,194,241	2,404,851	2,007,876	2,294,774	3,268,799	4,800,979	3,514,690	3,264,463	3,671,853	4,551,770
Charges for services	56,243,117	45,594,693	48,699,982	18,140,575	11,216,001	16,291,536	11,335,018	12,406,825	14,269,803	20,137,133
Intergovernmental	24,176,490	23,693,534	20,658,080	55,861,777	17,710,468	16,152,728	15,057,500	14,903,803	16,044,809	16,485,490
Motor vehicle registration	6,085,600	5,913,654	5,794,859	5,301,340	5,412,380	5,131,450	4,850,250	4,896,590	4,521,887	4,851,806
Investment earnings	49,281,602	(11,888,394)	2,316,954	9,788,825	14,042,511	8,424,121	4,675,363	2,811,197	1,248,350	560,000
Miscellaneous	16,170,879	19,211,440	11,827,129	16,208,702	7,723,409	5,430,887	5,225,020	2,420,846	5,821,987	4,070,263
Total revenues	610,325,115	508,061,038	471,710,055	457,126,331	388,628,792	377,520,390	314,617,457	286,649,734	267,460,272	249,810,723
EXPENDITURES										
General government	95,659,780	92,549,234	83,255,796	90,628,083	46,448,317	49,906,736	41,042,745	32,771,043	30,565,849	29,166,461
Public safety	123,123,876	107,391,512	97,606,790	98,014,783	95,144,618	90,317,289	87,083,604	83,385,196	80,998,693	79,103,035
Transportation support	71,266,543	57,964,912	56,686,628	56,406,448	54,415,845	62,272,488	49,588,767	46,317,285	42,642,651	49,468,705
Judicial	37,075,117	32,716,802	28,485,809	28,434,116	29,002,842	26,009,286	24,302,479	23,301,897	22,482,926	21,054,436
Community services	43,026,046	42,422,278	30,553,089	28,074,843	44,502,247	30,036,178	17,909,180	16,474,180	17,081,838	14,891,428
Conservation	672,611	736,358	962,046	759,147	570,742	365,588	397,307	308,850	407,345	347,751
Capital outlay	207,112,570	133,326,756	83,153,675	88,596,988	67,404,676	71,816,984	62,980,025	37,121,889	27,084,792	26,185,167
Debt service										
Principal	95,793,300	89,610,000	59,014,956	49,121,210	74,142,796	50,422,241	47,744,735	51,568,941	41,150,000	35,955,107
Interest	40,748,494	39,525,996	40,895,522	45,547,639	34,940,444	36,735,087	35,945,914	39,704,479	35,162,235	33,779,930
Bond issuance costs	886,518	1,146,599	2,410,395	2,577,613	5,450,147	19,971,098	-	-	-	-
Payment to bond escrow agent	29,978,788	24,978,837	24,772,451	41,974,821	262,193	782,916	841,179	1,248,338	2,669,173	1,021,908
Total expenditures	745,343,643	622,369,284	507,797,157	530,135,691	452,284,867	438,635,891	367,835,935	332,202,098	300,245,502	290,973,928
EXCESS (DEFICIENCY) OF REVENUES										
OVER (UNDER) EXPENDITURES	(135,018,528)	(114,308,246)	(36,087,102)	(73,009,360)	(63,656,075)	(61,115,501)	(53,218,478)	(45,552,364)	(32,785,230)	(41,163,205)
OTHER FINANCING SOURCES (USES)										
Transfers in	60,288,548	64,825,464	25,136,452	42,896,535	30,316,939	24,490,605	18,783,537	13,473,488	17,530,126	17,385,872
Transfers out	(60,288,548)	(64,825,464)	(25,136,452)	(42,896,535)	(29,516,939)	(24,490,605)	(18,783,537)	(13,473,488)	(17,530,126)	(17,385,872)
Proceeds from sale of capital assets	98,192	141,357	1,236,480	258,134	570,887	4,592,075	455,502	428,175	353,219	354,481
Leases	159,860	257,959	-	-	-	2,156,875	1,214,557	-	-	-
Subscriptions	5,426,752	-	-	-	-	-	-	-	-	-
Payment to bond escrow agent	-	-	(196,163,891)	(11,652,168)	(3,696,000)	-	(60,823,844)	(65,104,636)	(189,149,021)	-
Bond discount	(103,501)	(104,370)	-	(396,458)	(12,594)	(320,576)	-	(36,478)	(227,380)	-
Bond premium	13,412,059	8,221,947	26,494,279	45,513,846	285,006	4,233,470	7,942,896	11,075,993	24,851,074	9,764,144
Issuance of long-term debt	143,265,000	109,465,000	374,790,400	307,810,000	5,895,000	71,860,000	51,750,000	80,715,000	330,780,000	111,280,000
Total other financing sources (uses)	162,258,362	117,981,893	206,357,268	341,533,354	3,842,299	82,521,844	539,111	27,078,054	166,607,892	121,398,625
NET CHANGE IN FUND BALANCES	$ 27,239,834	$ 3,673,647	$ 170,270,166	$ 268,523,994	$ (59,813,776)	$ 21,406,343	$ (52,679,367)	$ (18,474,310)	$ 133,822,662	$ 80,235,420
PRIOR PERIOD ADJUSTMENT	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 49,566,028	$ -
Debt services (principal and interest) as percentage of noncapital expenditures	36.9%	31.5%	35.0%	30.9%	28.4%	24.0%	27.5%	31.2%	26.3%	24.3%

Source: Annual Comprehensive Financial Report

Note:
Financial data includes Avery Ranch, Pearson Place, Northwoods, Somerset Hills No. 3, and Somerset Hills No. 4 Road Districts (blended component units)

Williamson County, Texas

Table 5

Assessed Value and Actual Value of Taxable Property
Last Ten Fiscal Years
(Unaudited)

General and Debt Service

Fiscal Year	Residential Property	Commercial Property	Other Property	Personal Property	Less: Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate
2023	$ 103,741,524,073	$ 37,757,764,275	$ 12,086,204,119	$ 5,741,154,915	$ 52,330,550,264	$ 106,996,097,118	0.338116
2022	66,267,903,396	29,205,609,343	6,380,819,695	5,242,956,287	22,184,052,658	84,913,236,063	0.400846
2021	53,402,336,541	26,299,386,015	5,682,012,059	4,454,162,388	14,471,455,332	75,366,441,671	0.418719
2020	50,350,231,338	24,678,691,568	5,307,565,816	4,441,369,590	13,902,292,181	70,875,566,131	0.418719
2019	46,320,016,540	23,006,806,811	5,000,082,568	4,042,512,946	13,207,399,793	65,162,019,072	0.419029
2018	41,823,592,942	20,851,362,886	4,875,057,090	3,785,429,994	12,303,245,704	59,032,197,208	0.426529
2017	37,548,206,067	19,013,496,088	4,731,623,356	3,576,829,388	11,622,746,626	53,247,408,273	0.436529
2016	33,460,572,390	17,123,217,809	4,392,702,538	3,418,803,516	10,977,773,906	47,417,522,347	0.441529
2015	29,587,478,395	15,422,168,902	4,336,197,330	3,165,493,480	10,568,711,913	41,942,626,194	0.446529
2014	25,488,470,689	13,990,566,361	3,979,136,557	2,943,383,260	9,257,107,767	37,144,449,100	0.449029

Road and Bridge

Fiscal Year	Residential Property	Commercial Property	Other Property	Personal Property	Less: Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate
2023	$ 103,741,617,623	$ 37,757,764,822	$ 12,086,204,119	$ 5,741,154,915	$ 44,429,150,866	$ 114,897,590,613	0.037492
2022	66,267,974,116	29,205,609,890	6,380,819,695	5,242,956,287	18,085,917,045	89,011,442,943	0.040000
2021	53,402,402,705	26,299,386,535	5,682,012,059	4,454,162,388	13,697,518,096	76,140,445,591	0.040000
2020	50,350,291,353	24,678,692,115	5,307,565,816	4,441,369,590	13,356,109,949	71,421,808,925	0.040000
2019	46,320,075,994	23,006,807,358	5,000,082,568	4,042,512,946	12,693,788,027	65,675,690,839	0.040000
2018	41,823,614,820	20,851,386,573	4,875,057,090	3,785,429,994	11,829,184,790	59,506,303,687	0.040000
2017	37,548,223,900	19,013,614,884	4,731,623,356	3,576,829,388	11,182,535,028	53,687,756,500	0.040000
2016	33,460,583,239	17,123,218,356	4,392,702,538	3,418,803,516	10,571,189,710	47,824,117,939	0.040000
2015	29,587,485,425	15,422,206,819	4,336,197,330	3,165,493,480	10,197,587,059	42,313,795,995	0.040000
2014	25,488,480,238	13,990,566,361	3,979,136,557	2,943,383,260	8,919,988,694	37,481,577,722	0.040000

Source:
Williamson County Appraisal District

Notes:
Property is required to be reappraised at least once every three years according to Texas Tax Code Section 26.18(b).

Property is assessed at actual value; therefore, the assessed values are equal to actual value.

Tax rates are per $100 of assessed value.

The assessed values represent the Appraisal Review Board's approved totals from the last supplement as the respective fiscal year end.

Williamson County, Texas **Table 6**

Direct and Overlapping Property Tax Rate
(Per $100 Assessed Value)
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
County direct rates										
General	$ 0.204216	$ 0.235846	$ 0.251529	$ 0.251529	$ 0.251529	$ 0.259029	$ 0.269029	$ 0.274029	$ 0.279029	$ 0.281529
Debt Service	0.133900	0.165000	0.167190	0.167190	0.167500	0.167500	0.167500	0.167500	0.167500	0.167500
Road and bridge	0.037492	0.040000	0.040000	0.040000	0.040000	0.040000	0.040000	0.040000	0.040000	0.040000
Total direct rate	0.375608	0.440846	0.458719	0.458719	0.459029	0.466529	0.476529	0.481529	0.486529	0.489029
City and Town rates										
Austin	0.462700	0.541000	0.533500	0.443100	0.440300	0.444800	0.441800	0.458900	0.480900	0.502700
Bartlett	0.554900	0.715000	0.425800	0.425800	0.473800	0.516800	0.580100	0.578200	0.579100	0.580000
Cedar Park	0.390000	0.432000	0.446977	0.447000	0.449000	0.457500	0.470000	0.479500	0.485000	0.492500
Coupland	0.163232	0.215934	0.237459	0.250000	0.250000	0.250000	0.250000	0.250000	0.250000	0.250000
Florence	0.622790	0.700000	0.720000	0.705019	0.643509	0.700000	0.704030	0.717906	0.712892	0.773998
Georgetown	0.374000	0.401000	0.418000	0.420000	0.420000	0.420000	0.424000	0.434000	0.434000	0.439500
Granger	0.840000	0.840000	0.745621	0.754136	0.678557	0.765316	0.807429	0.836986	0.869470	0.884745
Hutto	0.421980	0.536448	0.600000	0.631351	0.515171	0.515171	0.520443	0.528500	0.528691	0.528691
Jarrell	0.419500	0.419500	0.419500	0.419500	0.419500	0.419500	0.419580	0.430000	0.431233	0.447980
Leander	0.432325	0.479699	0.536867	0.541867	0.551867	0.577867	0.599000	0.632920	0.652920	0.667920
Liberty Hill	0.454559	0.454559	0.454559	0.490187	0.500000	0.500000	0.500000	0.527842	0.536426	0.536426
Pflugerville	0.481300	0.486300	0.486300	0.497600	0.497600	0.539900	0.539900	0.540500	0.533600	0.573600
Round Rock	0.342000	0.397000	0.439000	0.439000	0.420000	0.430000	0.425000	0.414650	0.414650	0.419490
Taylor	0.648953	0.765115	0.809215	0.809215	0.788000	0.798000	0.803893	0.813893	0.813893	0.813893
Thorndale	0.646195	0.718100	0.728100	0.750000	0.750000	0.820000	0.780000	0.810000	0.810000	0.833300
Thrall	0.422267	0.507143	0.596285	0.597740	0.643336	0.652805	0.470773	0.474446	0.490000	0.499648
Weir	0.177029	0.214857	0.227259	0.223293	0.223293	0.212370	0.222637	0.242648	0.246484	0.272230
School District rates										
Bartlett	1.354600	1.150000	1.094400	1.083800	1.154680	1.154680	1.154680	1.154680	1.154680	1.154680
Burnet Consolidated	1.059600	1.077000	1.146300	1.185000	1.260000	1.280000	1.320000	1.330000	1.262500	1.262500
Coupland	0.949708	1.005851	1.153957	0.970000	1.040050	1.040050	1.040050	1.040050	1.040050	1.040050
Florence	1.291900	1.123800	1.233900	1.300300	1.360000	1.370000	1.370000	1.350000	1.330000	1.300000
Georgetown	1.213600	1.231000	1.307100	1.339000	1.409000	1.409000	1.409000	1.398000	1.398000	1.398000
Granger	1.250800	0.918200	1.012600	1.026200	1.105000	1.105000	1.105000	1.105000	1.105000	1.105000
Hutto	1.392900	1.420300	1.466500	1.498350	1.600000	1.620000	1.665500	1.670000	1.670000	1.670000
Jarrell	1.354600	1.372000	1.426600	1.470000	1.492500	1.420000	1.367500	1.367500	1.390000	1.390000
Leander	1.274600	1.337000	1.418400	1.437500	1.510000	1.511870	1.511870	1.511570	1.511870	1.511870
Lexington	1.072900	1.090300	1.146800	1.198350	1.300000	1.212240	1.217400	1.220000	1.119000	1.119000
Liberty Hill	1.344600	1.362000	1.364700	1.470000	1.540000	1.540000	1.540000	1.540000	1.540000	1.540000
Pflugerville	1.264600	1.388000	1.422300	1.450000	1.520000	1.540000	1.540000	1.540000	1.540000	1.540000
Round Rock	1.062600	1.133600	1.221200	1.234800	1.304800	1.304800	1.332500	1.332500	1.337500	1.367400
Taylor	1.285400	1.332800	1.403300	1.468300	1.570000	1.570000	1.570000	1.450000	1.450000	1.450000
Thorndale	0.942900	0.970000	1.008000	1.068350	1.170000	1.170000	1.170000	1.310000	1.310000	1.310000
Thrall	1.289700	1.289700	1.289700	1.287350	1.389000	1.389000	1.389000	1.284000	1.199000	1.210000

Williamson County, Texas **Table 6**

Direct and Overlapping Property Tax Rate
(Per $100 Assessed Value) – Continued
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Municipal Utility Districts rates										
Berry Creek Highland	0.550000	0.550000	0.550000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Block House	0.659500	0.700000	0.760000	0.808500	0.781000	0.801000	0.801000	0.827000	0.842300	0.866000
Brushy Creek (BC)	0.419543	0.432059	0.460000	0.460000	0.460000	0.460000	0.465000	0.470000	0.480000	0.500000
BC-Defined Areas	0.127500	0.140000	0.160000	0.165000	0.175000	0.190000	0.225000	0.270000	0.350000	0.360000
Cool Water	0.950000	0.950000	0.950000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CLL #1	0.930000	0.930000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fern Bluff	0.210000	0.250000	0.279000	0.400000	0.420000	0.434500	0.444500	0.464500	0.509500	0.509500
Highlands at Mayfield Ranch	0.539400	0.632100	0.850000	0.900000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000
Lakeside WCID 2A/MUD #2A	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000
Lakeside #3	0.712500	0.794000	0.840000	0.840000	0.840000	0.840000	0.840000	0.847000	0.877500	0.900000
Leander #1	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	N/A	N/A
Leander #2	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	N/A	N/A
Leander #3	1.000000	1.000000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Leander TODD #1	0.350000	0.350000	0.350000	0.350000	0.350000	0.350000	0.350000	0.350000	N/A	N/A
Meadows of Chandler Creek	0.309200	0.337600	0.360000	0.360000	0.370000	0.401400	0.425000	0.435000	0.440000	0.450000
North Austin #1	0.235500	0.262500	0.281700	0.283000	0.283000	0.288000	0.289000	0.317000	0.339900	0.345000
North San Gabriel #1	0.950000	0.950000	0.950000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
North San Gabriel #2	0.400000	0.400000	0.400000	0.400000	0.400000	N/A	N/A	N/A	N/A	N/A
NW Williamson #2	0.950000	0.950000	0.950000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Palmera Ridge	0.400000	0.400000	0.400000	0.400000	0.400000	0.400000	0.400000	0.400000	N/A	N/A
Paloma Lakes #1	0.440000	0.520000	0.610000	0.615000	0.650000	0.900000	0.943500	0.950000	0.950000	0.950000
Paloma Lakes #2	0.541500	0.639000	0.750000	0.830000	0.850000	0.950000	0.950000	0.950000	0.950000	0.950000
Parkside at Mayfield Ranch	0.438000	0.497000	0.575000	0.575000	0.617700	0.700000	0.950000	0.950000	0.950000	0.950000
Parkside on the River #1	0.920000	0.920000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ranch at Cypress Creek #1	0.321500	0.351300	0.351300	0.353500	0.342500	0.352500	0.356500	0.365000	0.433000	0.512800
Round Rock #1	0.680000	0.680000	0.680000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Round Rock #2	0.511000	0.511000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Siena MUD #1	0.608500	0.680000	0.750000	0.850000	0.850000	0.950000	0.950000	0.950000	0.950000	0.950000
Siena MUD #2	0.646000	0.750000	0.850000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000
Sonterra	0.715000	0.947500	0.947500	0.947500	0.947500	0.950000	0.950000	0.950000	0.950000	0.850000
SE Williamson County #1	0.459500	0.514500	0.540000	0.540000	0.540000	0.540000	0.540000	N/A	N/A	N/A
Stonewall Ranch	0.784400	0.866500	0.900000	0.900000	0.900000	0.901500	0.901500	0.901500	0.918200	0.950000
Vista Oaks	0.256100	0.290700	0.320000	0.330000	0.330000	0.520000	0.545000	0.610000	0.665900	0.730000
Walsh Ranch	0.438100	0.496000	0.588800	0.600000	0.620000	0.650000	0.720000	0.720000	0.750000	0.800000
Watch Hill	0.630500	0.630500	0.650000	0.650000	0.650000	0.650000	0.650000	0.650000	0.650000	N/A
Wells Branch	0.282900	0.335000	0.370000	0.373000	0.373000	0.379500	0.387300	0.390000	0.430000	0.460000

Williamson County, Texas **Table 6**

Direct and Overlapping Property Tax Rate
(Per $100 Assessed Value) – Continued
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
West Williamson County #1	0.763500	0.874000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000
West Williamson County #2	0.823000	0.869000	0.950000	0.950000	0.950000	0.950000	0.950000	N/A	N/A	N/A
Williamson County #10	0.455500	0.500000	0.550000	0.550000	0.550000	0.600000	0.620000	0.670000	0.780000	0.850000
Williamson County #11	0.442500	0.517500	0.570000	0.585000	0.600000	0.620000	0.650000	0.750000	0.860000	0.900000
Williamson County #12	0.772500	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000
Williamson County #13	0.571800	0.719700	0.820000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000
Williamson County #15	0.590000	0.675000	0.745000	0.805000	0.870000	0.900000	0.900000	0.900000	0.900000	0.900000
Williamson County #19	0.642500	0.818800	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000
Williamson County #19A	0.722900	0.828700	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	N/A
Williamson County #19B	0.850000	0.850000	0.850000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #19C	0.850000	0.850000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #19E	0.850000	0.850000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #19F	0.850000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #19G	0.850000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #19H	0.850000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #22	0.867500	0.932000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000
Williamson County #23	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	N/A	N/A
Williamson County #25	0.920000	0.920000	0.920000	0.920000	0.920000	0.920000	0.920000	0.920000	0.920000	0.920000
Williamson County #26	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	N/A
Williamson County #28	0.650000	0.650000	0.650000	0.650000	0.650000	0.650000	0.650000	N/A	N/A	N/A
Williamson County #29	0.650000	0.650000	0.650000	0.650000	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #30	0.735500	0.917000	0.950000	0.950000	0.950000	0.950000	0.950000	N/A	N/A	N/A
Williamson County #31	0.850000	0.850000	0.850000	0.850000	0.850000	N/A	N/A	N/A	N/A	N/A
Williamson County #32	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	N/A	N/A	N/A
Williamson County #34	0.646500	0.658000	0.666000	0.666000	0.666000	0.666000	N/A	N/A	N/A	N/A
Williamson-Liberty Hill	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000
Williamson-Travis #1	0.301800	0.329100	0.347900	0.385000	0.407900	0.431600	0.466200	0.510000	0.540000	0.615000

Williamson County, Texas

Table 6

Direct and Overlapping Property Tax Rate
(Per $100 Assessed Value) – Continued
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Emergency Service Districts										
ESD #1-Jollyville VFD	0.100000	0.100000	0.100000	0.100000	0.100000	0.085393	0.091765	0.100000	0.100000	0.100000
ESD #2-Sam Bass VFD	0.095689	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #3-Hutto	0.100000	0.100000	0.100000	0.100000	0.096374	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #4-Liberty Hill	0.067054	0.083155	0.093295	0.098250	0.098250	0.098250	0.096124	0.100000	0.100000	0.100000
ESD #5-Jarrell	0.093672	0.087244	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #6-Weir	0.077853	0.077853	0.100000	0.100000	0.094663	0.099606	0.100000	0.100000	0.100000	0.100000
ESD #7-Florence	0.086729	0.100000	0.100000	0.092915	0.094257	0.094790	0.096400	0.100000	0.100000	0.100000
ESD #8-Georgetown	0.093793	0.100000	0.100000	0.100000	0.100000	0.093771	0.094000	0.950000	0.095000	0.955530
ESD #9-Round Rock	0.094855	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #10-Coupland	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #11-Cedar Park	0.090900	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #12-Cedar Park	0.088870	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
Other Taxing District rates										
Anderson Mill Limited District	0.130000	0.110083	0.117455	0.117707	0.117008	0.117083	0.123360	0.126000	0.130000	0.136686
Austin Community College	0.098700	0.104800	0.105800	0.104900	0.104800	0.100800	0.102000	0.100500	0.094200	0.094900
Avery Ranch Road District	0.041400	0.066500	0.074096	0.076600	0.081000	0.085000	0.088010	0.097500	0.103705	0.116240
EWC Higher Education Center	0.038320	0.044560	0.048440	0.046040	0.045340	0.045652	0.045652	0.045905	0.049784	0.050000
Georgetown Village PID	0.120000	0.140000	0.140000	0.140000	0.140000	0.140000	0.140000	0.200000	0.200000	0.200000
Donahoe Creek Watershed	0.018400	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000
Lower Brushy Creek WCID	0.017374	0.019139	0.020000	0.020000	N/A	N/A	N/A	N/A	N/A	N/A
Northwoods Road District	0.207500	0.245300	0.272500	0.282500	0.284600	0.290000	N/A	N/A	N/A	N/A
Pearson Place Road District	0.070240	0.090000	0.100000	0.110000	0.120000	0.157799	0.275000	N/A	N/A	N/A
Somerset Hills Rd District	0.290000	0.290000	0.290000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Upper Brushy Creek WCID 1A	0.017500	0.017500	0.020000	0.020000	0.020000	0.020000	0.019823	0.020000	0.020000	0.020000
Williamson County WSID #3	0.642000	0.699000	0.746500	0.746500	0.723000	0.723000	0.723000	0.730600	0.808200	0.815000

Source:
Williamson County Tax Assessor/Collector

Notes:
N/A - Not applicable

Texas Tax Code Section 26.07(a)

If the governing body of a taxing unit other than a school district adopts a tax rate that exceeds the rollback tax rate calculated, the qualified voters of the taxing unit by petition may require that an election be held to determine whether or not to reduce the tax rate adopted for the current year to the rollback tax rate calculated.

Williamson County, Texas **Table 7**

Principal Property Taxpayers
Current Year and Nine Years Ago
(Unaudited)

	2023			2014		
Taxpayer	**Taxable Assessed Value [a]**	**Rank**	**Percentage of Total County Taxable Assessed Value**	**Taxable Assessed Value**	**Rank**	**Percentage of Total County Taxable Assessed Value**
City of Round Rock	$ 491,085,949	1	0.46			-
Dell Computer Holdings LP	442,007,514	2	0.41	153,414,617	1	0.41
Apple Inc	325,907,594	3	0.30			-
BRI 1869 Parmer LLC [c]	316,522,392	4	0.30			-
Oncor Electric Delivery Company [b]	265,381,232	5	0.25	145,290,551	2	0.39
Citicorp North America	237,965,727	6	0.22			-
Exxon Mobil Pipeline Co	227,670,131	7	0.21			-
Atmos Energy/Mid-Tex Distribution	170,848,663	8	0.16			-
CPG Round Rock LP & SPG Round Rock NS LP	160,947,344	9	0.15	134,200,248	3	0.36
Landing at Round Rock Acquisition LLC	160,011,540	10	0.15			-
Lakeline Developers			-	101,845,007	4	0.27
1890 Ranch Ltd. [d]			-	89,510,688	5	0.24
HEB Grocery Company			-	72,313,211	6	0.19
Baltgem Development Corp. Et, Al.			-	71,285,140	7	0.19
Dell Computer Corp			-	65,445,280	8	0.18
Amaravathi LTD Ptnrsh & Amaravathi Keerthi LLC			-	64,348,133	9	0.17
Columbia/St. David's Healthcare			-	62,152,791	10	0.17
Total	$ 2,798,348,086		2.62 %	$ 959,805,666		2.58 %
Total taxable assessed value	$ 106,996,097,118		100.00 %	$ 37,144,449,100		100.00 %

Source:

Williamson County Tax Assessor/Collector

Williamson County Appraisal District

Note:

[a] The assessed values represent the Appraisal Review Board's approved totals from the last supplement as of the respective fiscal year end.

[b] Formerly known as TXU Electric Delivery Company

[c] Formerly known as Parmer Lane Austin LP

[d] Formerly known as Inland Western Cedar Park 1890 Ranch LP

Williamson County, Texas

Table 8

Property Tax Levies and Collections
Last Ten Fiscal Years
(Unaudited)

General and Debt Service

Fiscal Year	Tax Levy for Fiscal Year (Original)	Adjustments	Adjusted Tax Levy	Collected within the Fiscal Year of the Levy		Subsequent Collections[a]	Total Collections to Date	
				Amount	Percentage of Original Levy		Amount	Percentage of Adjusted Levy
2023	$ 360,989,161	$ -	$ 360,989,161	$ 359,818,195	99.68 %	$ -	$ 359,818,195	99.68 %
2022	337,127,235	(681,210)	336,446,025	336,341,550	99.77	(255,276)	336,086,275	99.89
2021	307,662,737	(826,192)	306,836,545	306,618,717	99.66	(217,517)	306,401,201	99.86
2020	287,731,016	(503,557)	287,227,459	286,685,003	99.64	323,531	287,008,534	99.92
2019	265,165,868	(766,986)	264,398,882	264,291,945	99.67	(79,984)	264,211,962	99.93
2018	244,736,683	(393,838)	244,342,846	243,894,515	99.66	300,636	244,195,152	99.94
2017	226,354,963	(379,220)	225,975,742	225,670,341	99.70	182,581	225,852,922	99.95
2016	204,948,985	(260,248)	204,688,737	204,238,533	99.65	343,955	204,582,489	99.95
2015	184,437,586	(177,594)	184,259,992	183,586,256	99.54	581,567	184,167,824	99.95
2014	165,388,338	(70,613)	165,317,725	164,725,252	99.60	504,181	165,229,433	99.95

Road and Bridge

Fiscal Year	Tax Levy for Fiscal Year (Original)	Adjustments	Adjusted Tax Levy	Collected within the Fiscal Year of the Levy		Subsequent Collections[a]	Total Collections to Date	
				Amount	Percentage of Original Levy		Amount	Percentage of Adjusted Levy
2023	$ 41,452,358	$ -	$ 41,452,358	$ 41,315,674	99.67 %	$ -	$ 41,315,674	99.67 %
2022	34,063,565	(54,996)	34,008,569	33,982,512	99.76	(11,610)	33,970,902	99.89
2021	29,285,975	(75,917)	29,210,058	29,186,355	99.66	(17,729)	29,168,626	99.86
2020	27,329,229	(46,148)	27,283,081	27,229,942	99.64	32,583	27,262,525	99.92
2019	25,123,998	(71,534)	25,052,464	25,041,825	99.67	(6,634)	25,035,191	99.93
2018	22,771,977	(34,690)	22,737,288	22,694,141	99.66	29,749	22,723,890	99.94
2017	20,580,268	(32,370)	20,547,898	20,518,625	99.70	18,466	20,537,091	99.95
2016	18,399,217	(22,447)	18,376,770	18,336,167	99.66	31,445	18,367,612	99.95
2015	16,345,948	(14,782)	16,331,166	16,270,897	99.54	52,445	16,323,342	99.95
2014	14,548,619	(5,549)	14,543,070	14,490,783	99.60	45,649	14,536,431	99.95

Source:

Williamson County Tax Assessor/Collector

Notes:

Tax levies consider supplemental value changes during the initial fiscal year. Data for fiscal year does not include Agriculture Rollbacks.

[a] Data represents subsequent collections of the respective fiscal year's tax in later fiscal years.

Williamson County, Texas

Table 9

Ratios of Outstanding Debt by Type
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	Governmental Activities								Total Primary Government	Percentage of Personal Income [a]	Per Capita [a]
	General Obligation Bonds	Accumulated Accretion of Interest [b]	Certificate of Obligations	Tax Anticipation Notes [c]	Revenue Bonds	Leases Payable	Subscriptions Payable	Capital Leases			
2023	$ 846,859,025	$ -	$ 124,751,452	$ 283,802,377	$ -	$ 389,271	$ 4,614,762	$ -	$ 1,260,416,886	N/A	$ 1,877
2022	903,654,748	-	160,687,647	172,489,852	-	468,148	-	-	1,237,300,394	3.68%	1,843
2021	1,034,455,572	-	189,078,297	197,437,327	-	-	-	-	1,420,971,196	4.98%	2,210
2020	892,804,111	2,737,448	243,549,592	-	-	-	-	-	1,139,091,151	5.39%	1,870
2019	633,918,237	9,696,301	256,007,940	-	-	-	-	1,031,223	900,653,701	3.95%	1,525
2018	696,313,397	9,271,725	278,100,016	-	-	-	-	2,094,018	985,779,156	4.80%	1,739
2017	655,098,787	8,864,377	318,035,991	-	-	-	-	694,385	982,693,540	5.03%	1,795
2016	679,486,575	8,475,650	343,654,004	-	-	-	-	-	1,031,616,230	5.62%	1,951
2015	683,872,137	8,104,014	364,785,409	-	-	-	-	-	1,056,761,560	6.27%	2,078
2014	668,185,330	7,748,728	245,033,236	1,575,000	-	-	-	-	922,542,295	4.84%	1,886

Notes:

Details regarding the County's outstanding debt can be found in the notes to the financial statements.

This schedule includes Avery Ranch, Pearson Place, Northwoods, Somerset Hills No. 3, and Somerset Hills No. 4 Road Districts (blended component units).

N/A - Not available

[a] See Table 13 for personal income and population data.

[b] Accumulated accretion of interest on capital appreciation bonds. The face amount of the capital appreciation bonds are included with the general obligation bonds.

[c] General governmental resources will be used to repay debt.

Williamson County, Texas **Table 10**

Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	General Bonded Debt Outstanding: General Obligation Bonds	Accumulated Accretion of Interest [c]	Certificate of Obligations	Tax Anticipation Notes [d]	Total	Amounts Available for Debt Service	Total	Actual Taxable Property Value [a]	Per Capita [b]
2023	$ 846,859,025	$ -	$ 124,751,452	$ 283,802,377	$ 1,255,412,853	$ 7,848,648	$ 1,247,564,205	1.17%	$ 1,858
2022	903,654,748	-	160,687,647	172,489,852	1,236,832,246	6,776,072	1,230,056,174	1.45%	1,832
2021	1,034,455,572	-	189,078,297	197,437,327	1,420,971,196	5,474,488	1,415,496,708	1.88%	2,201
2020	892,804,111	2,737,448	243,549,592	-	1,139,091,151	9,215,935	1,129,875,216	1.59%	1,855
2019	633,918,237	9,696,301	256,007,940	-	899,622,478	3,641,844	895,980,634	1.38%	1,517
2018	696,313,397	9,271,725	278,100,016	-	983,685,139	4,909,310	978,775,829	1.66%	1,727
2017	655,098,787	8,864,377	318,035,991	-	981,999,155	14,022,061	967,977,094	1.82%	1,768
2016	679,486,575	8,475,650	343,654,004	-	1,031,616,230	8,269,822	1,023,346,408	2.16%	1,936
2015	683,872,137	8,104,014	364,785,409	-	1,056,761,560	1,825,778	1,054,935,782	2.52%	2,075
2014	668,185,330	7,748,728	245,033,236	1,575,000	922,542,295	2,099,876	920,442,419	2.48%	1,881

Notes:

Details regarding the County's outstanding debt can be found in the notes to the financial statements.

This schedule includes Avery Ranch, Pearson Place, Northwoods, Somerset Hills No. 3 and Somerset Hills No. 4 Road Districts (blended component units).

N/A - Not available

[a] Used General & Debt Service's taxable assessed property value in calculation. See Table 5 for property value data.

[b] See table 13 for population data.

[c] Accumulated accretion of interest on capital appreciation bonds. The face amount of the capital appreciation bonds are included with the general obligation bonds.

[d] General governmental resources will be used to repay debt.

Williamson County, Texas **Table 11**

Direct and Overlapping Governmental Activities Debt
September 30, 2023
(Unaudited)

Governmental Unit	Debt Outstanding [1]	Estimated Percentage Applicable [1, a]	Estimated Share of Overlapping Debt
City and Town			
Austin	$ 1,516,190,000	5.35%	$ 81,116,165
Bartlett	1,150,000	70.42%	809,830
Cedar Park	235,300,000	89.45%	210,475,850
Florence	2,814,000	100.00%	2,814,000
Georgetown	385,790,000	100.00%	385,790,000
Granger	320,000	100.00%	320,000
Hutto	258,630,000	100.00%	258,630,000
Jarrell	40,265,000	100.00%	40,265,000
Leander	177,140,000	79.26%	140,401,164
Liberty Hill	8,280,000	100.00%	8,280,000
Pflugerville	743,350,000	0.46%	3,419,410
Round Rock	298,020,000	96.94%	288,900,588
Taylor	126,840,000	100.00%	126,840,000
Thrall	1,360,000	100.00%	1,360,000
City and Town Subtotal	3,795,449,000		1,549,422,007
School Districts			
Bartlett	20,557,000	51.99%	10,687,584
Burnet Consolidated	57,825,000	0.73%	422,123
Coupland	26,260,000	92.40%	24,264,240
Florence	55,390,000	89.62%	49,640,518
Georgetown	660,575,000	100.00%	660,575,000
Granger	28,635,000	100.00%	28,635,000
Hutto	581,218,578	100.00%	581,218,578
Jarrell	291,849,988	100.00%	291,849,988
Leander	1,376,628,738	64.87%	893,019,062
Lexington	8,955,000	0.55%	49,253
Liberty Hill	715,555,531	100.00%	715,555,531
Pflugerville	780,930,000	0.14%	1,093,302
Round Rock	741,145,000	77.73%	576,092,009
Taylor	131,004,916	100.00%	131,004,916
Thorndale	352,000	11.43%	40,234
Thrall	52,465,000	100.00%	52,465,000
School Districts Subtotal	5,529,346,750		4,016,612,336
Municipal Utility Districts			
Block House	5,315,000	100.00%	5,315,000
Brushy Creek (BC)	15,255,000	100.00%	15,255,000
Brushy Creek (BC) - Sendero Springs & Cornerstone	8,445,000	100.00%	8,445,000
Cool Water	6,500,000	100.00%	6,500,000
Highlands at Mayfield Ranch	31,510,000	100.00%	31,510,000
Lakeside #3	19,605,000	11.96%	2,344,758
Lakeside WCID #2-A	35,140,000	4.69%	1,648,066
Leander #1	6,770,000	100.00%	6,770,000
Leander #2	8,520,000	100.00%	8,520,000
Leander TODD #1	19,015,000	100.00%	19,015,000
North Austin #1	4,300,000	90.39%	3,886,770
North San Gabriel #2	3,500,000	100.00%	3,500,000
Northwest Williamson Co MUD # 2	7,850,000	100.00%	7,850,000
Palmera Ridge	17,410,000	100.00%	17,410,000
Paloma Lake #1	18,035,000	100.00%	18,035,000
Paloma Lake #2	15,710,000	100.00%	15,710,000
Parkside at Mayfield Ranch	20,805,000	100.00%	20,805,000
Parkside On The River #1	9,080,000	100.00%	9,080,000
Round Rock #1	3,935,000	100.00%	3,935,000
Round Rock #2	10,000,000	100.00%	10,000,000
Siena #1	46,175,000	100.00%	46,175,000
Siena #2	29,690,000	100.00%	29,690,000
Sonterra	66,670,062	100.00%	66,670,062
Southeast Williamson County	42,740,000	100.00%	42,740,000
Stonewall Ranch	18,505,000	100.00%	18,505,000
Upper Brushy Creek WCID	51,320,000	100.00%	51,320,000
Walsh Ranch	4,470,000	100.00%	4,470,000

Direct and Overlapping Governmental Activities Debt – Continued
September 30, 2023
(Unaudited)

Watch Hill	2,895,000	100.00%	2,895,000
West Williamson Co #1	33,745,000	100.00%	33,745,000
West Williamson Co #2	19,170,000	100.00%	19,170,000
Williamson County #10	10,990,000	100.00%	10,990,000
Williamson County #11	18,830,000	100.00%	18,830,000
Williamson County #12	69,490,000	100.00%	69,490,000
Williamson County #13	24,960,000	100.00%	24,960,000
Williamson County #15	30,445,000	100.00%	30,445,000
Williamson County #19	50,470,000	100.00%	50,470,000
Williamson County #19A	42,540,000	100.00%	42,540,000
Williamson County #19B	9,085,000	100.00%	9,085,000
Williamson County #19C	3,180,000	100.00%	3,180,000
Williamson County #19E	12,350,000	100.00%	12,350,000
Williamson County #22	25,175,000	100.00%	25,175,000
Williamson Co MUD #23	68,380,000	100.00%	68,380,000
Williamson Co MUD #25	31,715,000	100.00%	31,715,000
Williamson Co MUD #26	4,880,000	100.00%	4,880,000
Williamson Co MUD #28	56,390,000	100.00%	56,390,000
Williamson Co MUD #29	16,770,000	100.00%	16,770,000
Williamson Co MUD #30	8,230,000	100.00%	8,230,000
Williamson Co MUD #31	28,770,000	100.00%	28,770,000
Williamson Co MUD #32	39,460,000	100.00%	39,460,000
Williamson Co MUD #34	7,840,000	100.00%	7,840,000
Williamson-Liberty Hill MUD	19,865,000	100.00%	19,865,000
Municipal Utility Districts Subtotal	1,161,895,062		1,110,729,656
Other			
Austin Community College	562,445,000	20.26%	113,951,357
Williamson County Water, Sewer, Irrigation, Drainage District #3	29,585,000	85.66%	25,342,511
Other Subtotal	592,030,000		139,293,868
Total Overlapping Debt	11,078,720,812		6,816,057,867
County Debt [2]			
Williamson County	1,219,837,405	100.00%	1,219,837,405
Avery Ranch Road District (blended component unit)	1,498,265	100.00%	1,498,265
Pearson Place Road District (blended component unit)	4,641,969	100.00%	4,641,969
Northwoods Road District (blended component unit)	9,503,431	100.00%	9,503,431
Somerset Hills Road District No. 4 (blended component unit)	16,416,783	100.00%	16,416,783
Somerset Hills Road District No. 3 (blended component unit)	3,515,000	100.00%	3,515,000
Total County Wide Direct Debt	1,255,412,853		1,255,412,853
Total direct and overlapping debt	$ 12,334,133,665		$ 8,071,470,720

Source:
[1] Municipal Advisory Council of Texas
[2] Williamson County Auditor's Office

Note:

[a] The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the County's boundaries and dividing it by each unit's total taxable assessed value.

Williamson County, Texas

Table 12

Legal Debt Margin Information
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total taxable value	$ 106,996,097,118	$ 84,913,236,063	$ 75,366,441,671	$ 70,875,566,131	$ 65,162,019,072	$ 59,032,197,208	$ 53,247,408,273	$ 47,417,522,347	$ 41,942,626,194	$ 37,144,449,100
Assessed value of real property	101,254,942,203	79,670,279,776	70,912,279,283	66,434,196,541	61,119,506,126	55,246,767,214	49,670,578,885	43,998,718,831	38,777,132,714	34,201,065,840
Debt limit rate	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Debt limit	25,313,735,551	19,917,569,944	17,728,069,821	16,608,549,135	15,279,876,532	13,811,691,804	12,417,644,721	10,999,679,708	9,694,283,179	8,550,266,460
Debt applicable to limit:										
General bonded debt	1,255,412,853	1,236,832,246	1,420,971,196	1,139,091,151	899,622,478	983,685,139	981,999,155	1,031,616,230	1,056,761,560	922,542,295
Less: amount set aside for repayment of general bonded debt	7,848,648	6,776,072	5,474,488	9,215,935	3,641,844	4,909,310	14,022,061	8,269,822	1,825,778	2,099,876
Total net debt applicable to limit	1,247,564,205	1,230,056,174	1,415,496,708	1,129,875,216	895,980,634	978,775,829	967,977,094	1,023,346,408	1,054,935,782	920,442,419
Legal debt margin	$ 24,066,171,346	$ 18,687,513,770	$ 16,312,573,113	$ 15,478,673,919	$ 14,383,895,898	$ 12,832,915,975	$ 11,449,667,627	$ 9,976,333,300	$ 8,639,347,397	$ 7,629,824,041
Total net debt applicable to the limit as a percentage of debt limit	4.93%	6.18%	7.98%	6.80%	5.86%	7.09%	7.80%	9.30%	10.88%	10.77%

Notes:

This schedule includes Avery Ranch, Pearson Place, Northwoods, Somerset Hills No. 3 and Somerset Hills No. 4 Road Districts (blended component units).

Texas Constitution Art. 3 Section 52(B)

Under Legislative provision, any county, any political subdivision of a county, any number of adjoining counties, or any political subdivision of the state, or any defined district now or hereafter to be described and defined within the State of Texas, and which may or may not include towns, villages, or municipal corporations, upon a vote of two-thirds majority of the resident property taxpayers voting thereon who are qualified electors of such district or territory to be affected thereby, in addition to all other debts, any issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of such district or territory, except that the total bonded indebtedness of any city or town shall never exceed the limits imposed by other provisions of this Constitution, and levy and collect taxes to pay the interest thereon and provide a sinking fund for the redemption thereof.

Williamson County, Texas **Table 13**

Demographic and Economic Statistics
Last Ten Fiscal Years
(Unaudited)

	County					State of Texas	United States
Year	Estimated Population [a]	Personal Income (thousands of dollars) [a]	Per Capita Personal Income [a]	School Enrollment [b]	Unemployment Rate [c, d, e]	Per Capita Personal Income [a]	Per Capita Personal Income [a]
2023	671,418	N/A	N/A	111,969	3.7%	N/A	N/A
2022	671,418	33,608,383	47,574	109,744	2.8%	37,514.00	41,261.00
2021	643,026	28,551,411	42,959	107,096	3.6%	34,255.00	37,638.00
2020	609,017	21,146,131	37,242	102,134	5.9%	31,277.00	34,103.00
2019	590,551	22,801,969	37,242	95,760	2.8%	31,277.00	34,103.00
2018	566,719	20,556,992	35,825	106,683	3.0%	30,143.00	32,621.00
2017	547,545	19,544,956	34,575	94,025	3.0%	28,985.00	31,177.00
2016	528,718	18,371,452	32,705	89,765	3.6%	27,828.00	29,829.00
2015	508,514	16,855,771	33,147	89,365	3.4%	28,210.00	29,979.00
2014	489,250	19,050,320	31,709	87,215	4.3%	26,513.00	28,555.00

Notes:

N/A - Not available

*Personal Income last update in 2022

Sources:

[a] 2014 to 2023 - U.S. Census Bureau QuickFacts update through 2022

[b] School enrollment provided by the Independent School Districts within the County.

[c] September rate for 2014 to 2022 - Texas Workforce Commission

[d] September rate for 2014 to 2022 - Tracer Texas Labor Market Information website

[e] September rate 2023 - U.S. Bureau of Labor Statistics

Williamson County, Texas **Table 14**

Principal Employers
Current Year and Nine Years Ago
(Unaudited)

	2023			2014		
Employer [a]	**Employees** [b]		**Percentage of Total County Employment**	**Employees** [b]		**Percentage of Total County Employment**
Dell Computer	12,000	1	5.48%	13,000	1	5.39%
HEB Grocery	7,200	2	3.29%	945	7	0.39%
Round Rock ISD	6,341	3	2.90%	5,750	2	2.39%
Leander ISD	5,045	4	2.31%	4,137	3	1.72%
Georgetown ISD	2,014	5	0.92%	1,630	4	0.68%
Williamson County	1,904	6	0.87%	1,525	5	0.63%
Apple, Inc.	1,408	7	0.64%	N/A		N/A
St. David's Round Rock Medical Center	1,300	8	0.59%	N/A		N/A
Kalahari Resorts & Conventions	1,200	9	0.55%	N/A		N/A
City of Round Rock	1,130	10	0.52%	824	9	0.34%
Sears (Teleserve)	N/A		N/A	1,500	6	0.62%
Scott & White Healthcare	N/A		N/A	930	8	0.39%
Emerson Process Management	N/A		N/A	750	10	0.31%
Total	39,542		18.07%	30,991		12.86%
Total Avg. Employees for the 1st Qtr per [c]	218,845			241,062		

Source:

[a] Individual employers provided employee count; williamsoncountytxedp.com

[b] Individual cities provided employee count.

[c] US Bureau of Labor Statistics (2022-2023)

Williamson County, Texas **Table 15**

County Government Employees by Function
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
Function	**2023[a]**	**2022[a]**	**2021[a]**	**2020[a]**	**2019[a]**	**2018[a]**	**2017[a]**	**2016[a]**	**2015[a]**	**2014[a]**
General government	310	297	286	284	270	262	249	252	246	235
Judicial	291	278	266	255	248	242	224	231	226	215
Public safety	1033	1034	1,023	1,036	1,022	1,002	979	989	973	961
Transportation	167	159	154	154	134	129	129	129	124	123
Community services	103	85	83	83	78	59	47	46	42	36
Total	1,904	1,853	1,812	1,811	1,752	1,694	1,628	1,646	1,611	1,571

Source: Williamson County Human Resource or Payroll Department

Note:
[a] Budgeted positions

	Fiscal Year									
Function/Program or Department	**2023[a]**	**2022[a]**	**2021[a]**	**2020[a]**	**2019[a]**	**2018[a]**	**2017[a]**	**2016[a]**	**2015[a]**	**2014[a]**
General government										
Commissioners court	22	19	18	17	17	12	12	12	12	12
Building maintenance	35	33	33	33	30	28	28	28	28	26
Budget office	3	3	3	3	3	3	2	2	2	2
County auditor	31	29	29	29	29	29	29	29	28	26
County clerk	10	10	10	10	10	24	24	25	25	25
County judge	4	4	4	4	4	7	7	7	6	6
County treasurer	5	5	5	5	5	5	5	5	5	5
County wide records mgmt-co clrk	17	14	14	14	14	-	-	-	2	1
Elections	13	12	12	12	12	12	11	11	11	11
Fleet services	18	18	18	18	17	17	17	17	17	17
HUD CDBG	1	1	1	1	1	1	1	1	1	1
Air check grant	-	-	-	-	-	-	-	-	-	1
MHMR grant	-	-	-	-	-	-	-	-	2	1
Human resources	17	18	16	15	15	15	11	14	13	13
Information techonology services	59	57	52	52	45	42	38	38	35	31
Infrastructure	2	2	2	2	2	2	2	2	2	2
Purchasing	11	11	10	10	10	10	9	9	7	7
Tax assessor/collector	62	61	59	59	56	55	53	52	50	49
	310	297	286	284	270	262	249	252	246	235

Williamson County, Texas **Table 15**

County Government Employees by Function – Continued
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
Function/Program or Department	2023[a]	2022[a]	2021[a]	2020[a]	2019[a]	2018[a]	2017[a]	2016[a]	2015[a]	2014[a]
Judicial										
County attorney	57	60	55	56	55	55	53	52	51	48
District attorney	56	49	46	43	42	38	35	33	31	29
County clerk	21	21	21	21	20	20	20	20	20	19
District clerk	35	34	33	33	33	31	28	28	27	27
County courts at law	20	16	16	16	16	16	16	16	16	16
District courts	21	19	17	17	16	16	16	25	25	23
Justice of the Peace	55	55	54	53	51	51	51	51	51	48
Courthouse security	2	2	2	2	2	2	2	3	3	3
Magistrates office	4	4	4	4	10	10	-	-	-	-
Personal bond office	-	-	-	-	3	3	3	3	2	2
Pretrial	20	18	18	10	-	-	-	-	-	-
	291	278	266	255	248	242	224	231	226	215
Public Safety										
911 Communications/EOC	85	85	85	85	84	86	83	82	72	70
911 Addressing	-	3	3	3	3	3	3	3	3	2
Constables	56	55	55	55	54	53	52	52	52	51
DPS	1	1	1	1	2	2	2	2	2	2
EMS	164	161	154	154	147	140	133	145	145	145
HAZ-MAT	5	4	4	4	4	-	-	-	-	-
Jail	324	326	322	326	321	314	315	313	311	307
Juvenile services	161	162	162	162	164	164	164	162	162	162
Mobile outreach	0	8	12	11	11	17	9	13	15	15
Sheriff	237	229	225	235	232	223	218	217	211	207
	1033	1034	1,023	1,036	1,022	1,002	979	989	973	961
Transportation										
Road and bridge	150	142	137	137	134	129	129	129	124	123
CAMPO	17	17	17	17	-	-	-	-	-	-
	167	159	154	154	134	129	129	129	124	123
Community Services										
Agricultural extension service	4	3	3	3	3	3	3	3	4	4
Animal shelter	35	32	31	32	31	20	18	18	17	16
Conservation	2	2	3	2	2	2	2	2	2	1
On site sewer facilties	10	10	9	9	9	8	-	-	-	-
Parks	39	27	27	27	23	21	19	18	14	11
Tobacco fund (HUG program)	4	3	3	3	3	-	-	-	-	-
Veterans services	9	8	7	7	7	5	5	5	5	4
	103	85	83	83	78	59	47	46	42	36
	1,904	1,853	1,812	1,811	1,752	1,694	1,628	1,646	1,611	1,571

Note:
[a] Budgeted positions

Source: Williamson County Human Resource or Payroll Department

Williamson County, Texas

Table 16

Operating Indicators by Function/Program
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
Function/Program	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**
General government										
Number of A/P checks issued	7,961	7,781	7596	12,248	9,406	10,356	12,196	14,477	16,063	17,487
Number of outgoing A/P wires	173	201	193	164	180	180	151	138	170	119
Number of invoices processed	39,165	30,189	28,744	34,576	34,933	37,837	39,388	41,304	41,663	40,655
Number of Pcard charges	14,507	13,466	13,292	13,681	14,827	13,818	12,073	9,712	8,484	7,580
Number of electronic payments	7,097	6,138	5,910	6,451	6,328	6,845	4,520	3,462	2,094	682
Judicial										
Hot check cases										
Number of checks processed	101	67	61	418	478	441	650	804	1,159	1,853
Number of theft by check cases filed	98	4	12	51	81	101	104	120	100	403
Public Safety										
Number of 911 calls received	158,748	119,259	111,941	79,825	95,578	83,136	63,589	86,049	94,829	65,371
EMS 911 runs	37,364	33,710	29,839	25,804	25,465	24,114	22,856	21,318	24,781	25,725
EMS transfer runs	776	844	337	719	555	807	808	847	884	909
Number of total EMS runs	38,140	34,554	30,176	26,523	26,020	24,921	23,664	22,655	25,665	26,634
Average EMS response time in minutes	10:59	9:40	9:06	8:31	7:51	8:04	7:54	7:53	8:14	7:52
Average Jail daily population	585	620	575	493	572	561	694	647	578	620
Jail bookings	10,387	9,354	6938	8,109	13,055	12,997	13,805	13,826	13,583	15,052
Jail releases	10,660	9,309	6862	8,291	13,076	12,711	13,964	13,687	13,591	15,041
Jail inmates at 9/30/2023	594	617	578	500	558	590	641	796	572	606
Violations reported by Sheriff Office	11,077	7,564	17,784	17,094	22,198	17,246	21,022	20,445	21,809	20,097
Annual fire inspections	2,039	1,573	329	-	-	-	-	-	-	-
Fire investigations	35	40	51	-	-	-	-	-	-	-
Transportation*										
Roadway resurfacing (CL miles)	127	117	133	104	88	91	94.45	102	90.19	118
Hot Mix Asphalt Overlay (CL miles)	2	2	12	14	7	9	-	5	-	-
Crack Seal Applied (LN miles)	365	353	296	286	271	250	228	77	168	174
Asphalt Patches Applied (Tons)	22,614	14,380	18,700	19,800	18,100	14,880	14,995	23,500	26,000	27,000
Bridge / Bridge Class Culvert Replacement (each)	3	2	4	5	6	14	26	-	1	30
Culvert Replacement and Maintenance (each)	37	30	164	114	135	177	303	234	220	197
Major Roadway Rehabilitation (CL miles)	8	18	10	9	9	7	10	13	18	16
Mowing along roadways (miles) **	4,091	5,758	5,165	6,012	5,563	4,772	5,901	9,386	13,350	40,820
Ditch and culvert cleaning (CL miles)	1	0.25	5	5	5	9	7	14	14	-
Striping and Delineation Applied (CL miles)	100	166	171	173	180	154	86	62	32	55
Signage Replaced (each)	2,006	2,193	2,645	2,487	2,562	2,588	2,071	2,348	2,573	2,560
Grade and Shape Gravel Roads (CL miles)	208	152	159	153	158	171	180	101	198	105
Community Services										
Participants using sport fields	104,861	102,758	99,575	80,777	113,008	144,987	147,680	148,361	66,809	87,966
Parks Dept. reservations	10,416	7,507	4,196	3,582	4,526	4,445	5,492	6,497	4,733	1,174
Riders of the miniature train	36,459	41,768	39,040	23,741	26,178	34,957	35,838	32,583	29,713	20,016

Source:
Various County departments
*"CL miles" refer to Center Line Miles
**Mowing is now reported in Total Miles instead of Center Line Miles.

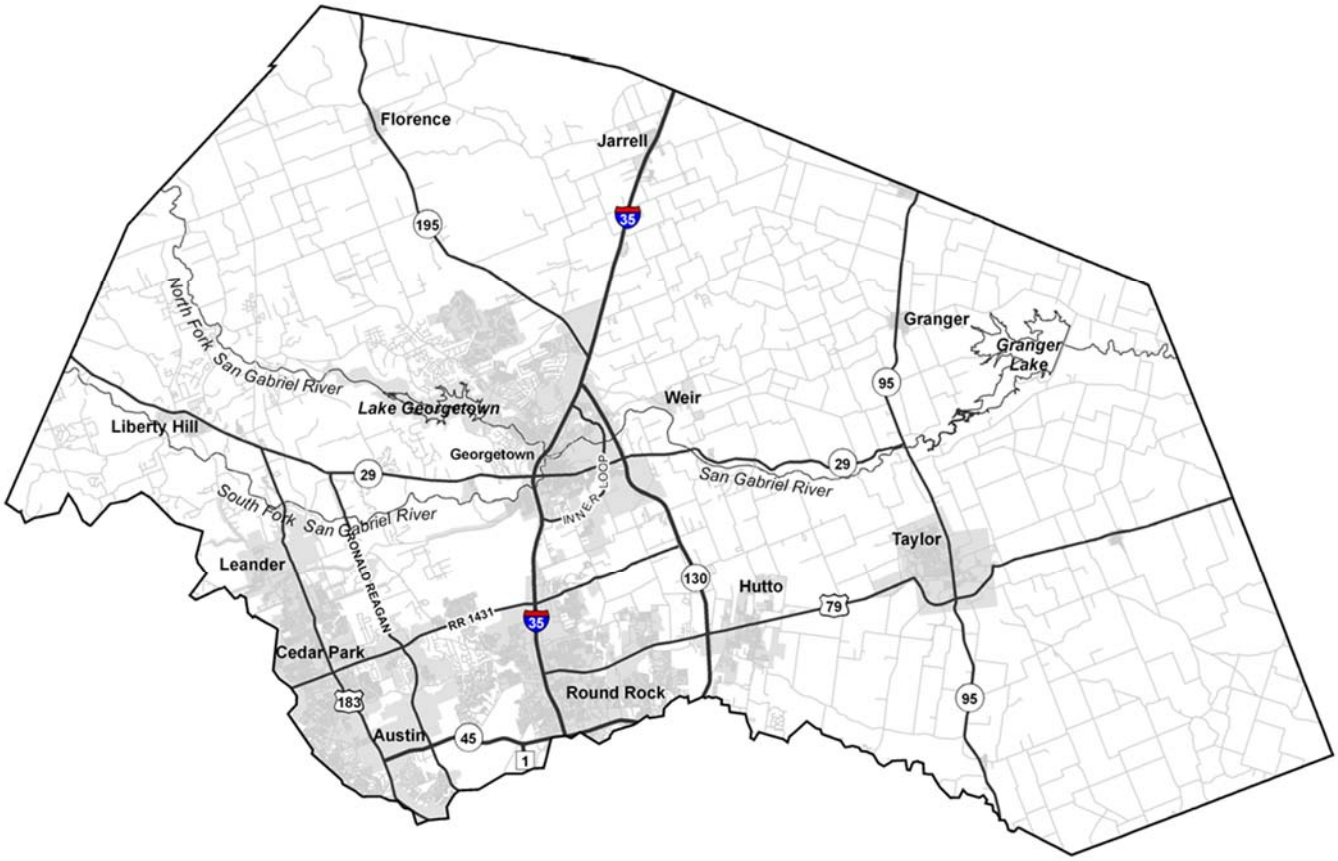
Williamson County, Texas **Table 17**

Capital Assets by Function/Program
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
Function/Program	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**
General government										
Buildings/facilities - all functions	62	62	61	57	56	63	65	65	65	61
Vehicles	90	74	66	61	78	44	53	51	47	43
Judicial										
Vehicles	14	14	14	14	13	12	12	12	11	10
Public safety										
Vehicles	519	508	516	518	565	490	469	436	461	384
Transportation										
Miles of roadway maintained	1572	1551	1521	1513	1498	1493	1485	1474	1,463	1440
Bridges	224	223	223	212	212	211	212	212	212	212
Vehicles	266	278	261	225	368	272	283	269	346	306
Community services										
Parks acreage										
Developed	438.5	363.5	363.5	363.5	363.5	363.5	363.5	363.5	363.5	363.5
Total	2,992.7	2,992.7	2,935.0	2,935.0	2,935.0	3,532.7	3,524.4	3,389.8	3,386.7	3,296.0
Hike and bike trails (miles)	49.97	29.97	29.75	28.85	28.85	28.85	28.85	28.25	20.25	18.05
Fields										
Cricket	1	1	1	1	1	1	1	1	1	1
Soccer	11	11	11	11	11	11	11	11	11	11
Softball	2	2	2	2	2	2	2	2	2	2
Courts										
Basketball	6	6	6	6	6	6	6	6	6	6
Tennis	8	8	8	8	8	8	8	8	8	8
Splash pads	1	1	1	1	1	2	2	2	2	2
Miniature train ride	1	1	1	1	1	1	1	1	1	1
Disc golf holes	18	18	18	18	18	18	18	18	18	18
Picnic pavilions	13	10	10	10	10	10	10	10	10	10
Campsites	151	77	77	77	77	26	28	28	28	28
Vehicles	55	57	48	25	18	32	33	36	63	66

Source:
Various County departments and Texas Department of Transportation

Williamson County, Texas
Map



MISCELLANEOUS INFORMATION

Organized in 1848

Form of Government: A political subdivision of the State of Texas

Area[1]: 1,136 square miles (1,124 sq. miles/land; 12 sq. miles/water)

Population: 671,418 (U.S. Census Bureau July 2022 data)

Quality of Life:

Health Ranking: The County Health Rankings, released in 2023 by the University of Wisconsin's Population Health Institute and the Robert Wood Johnson Foundation, ranked Williamson County third among 244 Texas Counties in the health factors (how healthy they can be) and health outcomes category (how healthy people are and how long they live). These findings are with regards to key factors that affect health such as smoking, obesity, binge drinking, access to primary care providers, rates of high school graduation, rates of violent crime, air pollution levels, access to healthy foods, unemployment rates and number of children living in poverty. Since the rankings were first introduced in 2010, Williamson County has been ranked among the top five healthiest counties in Texas.

Hospitals: St. David's Hospitals are in Round Rock and Georgetown, with Emergency Centers in Cedar Park and Leander. Baylor Scott & White Medical Centers are in Round Rock and Taylor. Seton Medical Center Williamson is in Round Rock. Cedar Park Regional Medical Center is in Cedar Park. Specialized pediatric care is available at Dell Children's Medical Center North in Avery Ranch and Texas Children's Hospital off SH 45.

Recreation:

Athletics: Round Rock Express (AAA Minor League Baseball team), Texas Stars AHL hockey team, Austin Spurs NBA G-League basketball team, Austin Wild Indoor Football Team, community athletic leagues including softball, tennis, kickball, baseball, basketball, and aquatics; recreational/fitness centers; golf courses; and numerous running and cycling activities, both competitive and recreational, hosted by Williamson County cities.

Parks & Outdoors: Fishing, camping, water sports and wading on Lake Georgetown and Lake Granger; five county parks and numerous city parks (including 50 miles of hiking, biking, and running trails; sport fields, disc golf course, playgrounds, splash park); hunting on lands near Lake Granger; Cedar Rock Railroad miniature train in the Southwest Regional Park. The River Ranch County Park, which opened in 2023, includes 1,354 acres of meadowlands, woodlands, hills, and escarpments, provides hill country vistas between Leander and Liberty Hill. It offers park users the opportunity to explore, learn, camp, picnic, hike, bike, ride their horses, nature watch or just relax outside.

Williamson County, Texas

Government Office Information – Continued

Higher

Education: Austin Community College has campuses in Cedar Park, Round Rock, and Leander. Temple College offers classes in Taylor and Hutto. Southwestern University is in Georgetown. Round Rock also offers classes from Texas State University and Texas A&M Health Science Center. The East Williamson County Higher Education Center, in Hutto, offers classes from Temple College, Texas State Technical College Waco and Texas A&M University.

Family: The Williamson Museum in Georgetown offers exhibits, programs and tours of the Williamson County Historic Courthouse. The Dan Moody Museum in Taylor focuses on the life of Texas's youngest governor. Family fun is available on the Hill Country Flyer steam train in Cedar Park and Inner Space Caverns in Georgetown. The Georgetown Palace Theater offers theater productions that are affordable entertainment and educational opportunities for all members of the family. Kalahari, located in Round Rock, is the largest indoor water park in the United States.

Community

Events: The Williamson County Fair and Rodeo is held each October at the Williamson County Expo Center. Other events include Sheriff's Posse Rodeo in Jarrell, Taylor Rodeo, The Williamson Museum's Pioneer Day at Old Settler's Park, Georgetown Red Poppy Festival, Round Rock's Frontier Days, Cedar Park's 4th of July Celebration at Milburn Park, Hutto Old Tyme Days, Taylor International Barbecue Cook-off, Brushy Creek MUD's Hairy Man Festival, Old Town Street Festival in Leander, Whimsy and Wonder in Liberty Hill, and more. Music and entertainment events are held at the HEB Center at Cedar Park. In addition, the Williamson County Expo Center in Taylor hosts a wide variety of family friendly events, including concerts, rodeos, public meetings, livestock shows, shopping markets, dog shows and barrel races.

Economic Resources[2]:

Business: The County is home to big corporations including Apple, Dell, Emerson Process Management, Samsung, and major retail and commercial developments. The County is rich in information technology and computer systems, agricultural and agribusiness, advanced manufacturing and assembly, construction, real estate, government, and educational sectors are significant economic contributors to the County's robust economy. Williamson County is a member of the Austin MSA, one of the fastest growing areas in the country. The booming population paired with abundant available resources allows a range of business endeavors to flourish.

Minerals: Building stone, sand, gravel, and oil.

Agriculture[3]: The area consists primarily of rolling prairie. However, mixed hardwood timber and brush is prevalent in many areas. The major field crops in the area are corn, cotton, winter wheat, grain sorghum and grasslands. The 2023 Williamson County annual agriculture increment report shows the county had 103,813 acres of feed corn for a total crop value of $50,722,543.20; 2,518 acres of grain sorghum for a total crop value of $831,665.18; 6,242 acres of cotton for a total crop value of $284,944.50; 9,006.24 acres of winter wheat for grain for a total crop value of $3,575,485.22; 358.53 acres of oats for grain for a total crop value of $138,034.05; 281 acres of native and improved pecans for a total crop value of $151,740.00; the county had approximately 19,200 acres of hay land including 89,900 acres of native grasslands.

Total estimated income from beef production in Williamson County for 2023 was $41,493,627. This included calves, replacement heifers, slaughter bulls/cull cows and value added to stocker cattle.

The Green Industry, which includes nursery and greenhouse, lawn and garden equipment, landscape services, florists, flower and nursery supplies, and greenhouse manufacturing, had revenues amounting to $756,609,867.

Sources:

1. U. S. Census Bureau
2. Economic Development and Parks and Recreation Departments for the Cities of Georgetown, Round Rock, Cedar Park, Leander, Taylor and Hutto.
3. Texas A&M AgriLife Extension Service

Students Enrolled in Colleges and Universities Located Near or Within the County [a]:

University	Fall 2023 Enrollment
Austin Community College	35,600
Concordia University Texas	1,863
Huston-Tillotson University	1,053
St. Edward's University	3,470
Southwestern University	1,459
Temple College	4,602
Texas A&M Health Science Center	3,474
Texas State University (Round Rock)	1,846
TSTC East Williamson County (Hutto)	383
University of Texas	51,913

Health Care Facilities Located Near or Within the County [b]:

Hospitals:

Cedar Park Regional Medical Center
Baylor Scott & White University Medical Campus
Reliant Rehabilitation Hospital Central Texas
St. David's Georgetown Hospital
St. David's Round Rock Medical Center
Baylor Scott & White Hospital, Taylor
Georgetown Behavioral Health Institute
Rock Springs, Georgetown
Ascension Seton Medical Center Williamson, Round Rock
Rehabilitation Hospital of Round Rock

Clinic facilities:

Austin Diagnostic Clinic – Cedar Park, Round Rock
Austin Regional Clinic – Cedar Park, Hutto, Round Rock
Bluebonnet Trails Community Services - Cedar Park, Georgetown, Hutto, Taylor
Brushy Creek Family Medical Associates
Cedar Park Family Practice
Central Texas Diagnostic Clinic
Dell Children's Circle of Care Pediatrics-
Round Rock Health Clinic
Lake Aire Medical Center, Georgetown
Texas A&M HSC Whitestone, Cedar Park
Pediatrics at Hutto
Express Urgent Care, Round Rock
EasyCare Round Rock, Austin Diagnostic Clinic
Family Medical Center of Cedar Park
Family Medical Center of Georgetown
Family Medicine Associates of Round Rock
Family Medicine Clinic of Georgetown
FastMed Urgent Care – Georgetown, Taylor
Georgetown Medical Clinic
Health Center at Scott and White Hospital, Taylor
Hill Country Family Health Specialists
Lakeline Emergency Center LLC
Leander Healthcare Center
Lone Star Circle of Care Federally Qualified Health Ctr
Dell Children's-Circle of Care Adolescent Health at Texas A&M HSC, Round Rock
A.W. Grimes Medical Offices, Round Rock
Family Medicine at Lake Aire Medical Center, Georgetown
Senior Health Care Lake Aire Medical Center, Georgetown
Seton-Circle of Care Family Medicine at Texas A&M HSC, Round Rock
Seton-Circle of Care Behavioral Health at Texas A&M HSC, Round Rock
Seton-Circle of Care Women's Services at Texas A&M HSC, Round Rock
LSCC OB/GYN, Round Rock
Psychiatry & Behavioral Health at Lake Aire Medical Center, Georgetown
Psychiatry & Behavioral Health at Round Rock Health Clinic, Round Rock
Minute Clinic – Cedar Park, Georgetown, Round Rock
NextCare Urgent Care-Austin North, Georgetown, Round Rock
Northwest Diagnostic Clinic, Cedar Park
Physician Associates of Georgetown
Physician's Center, P.A., Georgetown
Pro-Med Minor Emergency Center, N. Hwy 183
Rapid Care Clinic, Leander
Redi Clinic – Cedar Park, Round Rock
Rock Springs – Changes, Round Rock
Baylor Scott & White Clinic – Cedar Park, Cedar Park West, Georgetown, Hutto, Johns (Taylor), University (Round Rock), Round Rock West
Seton Cedar Park
St. David's Urgent Care, Round Rock, Georgetown, Hutto, Cedar Park
St. David's Emergency Center, Cedar Park and Leander
Texas MedClinic, Round Rock
Town Center Family Medicine of Cedar Park
T&K Physician Associates, Georgetown
Town Center Family Medicine of Cedar Park

Urgent and Family Care, Parmer Lane

Public Health Centers:
Williamson County and Cities Health District– Cedar Park, Georgetown, Round Rock, Taylor

Volunteer Clinic Facilities:
Samaritan Health Ministries
Sacred Heart Community Clinic, Round Rock
Pflugerville Community Health Center North (Low Cost Clinic)

Note: This is not an exhaustive list. Not included are individual practitioners, specialty care practices, or pediatric practices. New facilities are opening on an ongoing basis.

Source: a – Respective college or university
b – Williamson County and Cities Health District

WILLIAMSON COUNTY, TEXAS

GOVERNMENT OFFICE INFORMATION

The government of Williamson County, Texas is subdivided into several different offices, each with its own legally constituted duties as prescribed by the constitution and/or legislative act. The head of some offices are elected officials while others are appointed by the Commissioners Court or the District Judges of Williamson County as provided by law.

I. CONSTITUTIONAL ELECTED OFFICES

A. Commissioners Court

Williamson County is a political body. The administrative body of the County is the Commissioners Court, which has powers and duties clearly set forth and defined in the constitution and statutes. The Commissioners Court is comprised of four commissioners, each of whom is elected by the qualified voters of one of four precincts in the County, and a County Judge, who is elected countywide and serves as the presiding officer. The County Judge may also preside over the constitutional County Court. However, in Williamson County, the traditional judicial functions of the County Judge have been delegated to the County Courts at Law. Commissioners Court, as a political subdivision of the state, was created to carry out policy common to the state. Therefore, it was not mainly created to advance the interest of the locality in which it is located. The election of the various County officials ensures, in most instances, the application of state laws and regulations, in light of local needs, and to establish a courthouse and jail, appoint numerous officials, fill vacancies in certain County offices, let contracts in the name of the County, build roads and bridges, administer the County's public welfare services, perform numerous duties in regard to elections, set the County tax rate, issue bonds, and adopt the County budget.

B. District Courts

There are six District Courts in Williamson County, each of which is a court of general jurisdiction and may try both civil and criminal cases. The judge of each of the respective courts is elected countywide. The District Courts have original jurisdiction in all criminal cases of the grade of felony, and all suits on behalf of the state to recover penalties, forfeitures and escheat. The District Courts preside over cases of divorce and family law, child welfare cases, misdemeanors involving official misconduct, suits to recover damages, slander or defamation of character, suits for title of land and for enforcement of liens thereon, suits for the right of property levied upon by virtue of any writ of execution, sequestration, or attachment when the property levied on is valued at an amount of $500 (exclusive of interest) and all suits concerning contested elections.

These courts and judges thereof have power to issue writs of habeas corpus, mandamus, injunction, certiorari and all writs necessary to enforce their jurisdictions. The District Courts also have appellate jurisdiction and general supervisory control over the County Commissioners Court. They have general original jurisdiction over all causes of action which a remedy or jurisdiction is not provided by law or the Constitution. The District Court, concurrently with County Court, has the general jurisdiction of a Probate Court and may do all things associated with the duties of a Probate Court enumerated under County Court. In addition, the District Courts share concurrent jurisdiction with the County Courts at Law when the matter in controversy exceeds $500 but is less than $20,000. Along with these constitutional and statutory responsibilities, the District Judges have the statutory responsibility of appointing the County Auditor and Court Reporters for each of the respective District Courts. The District Judges, along with the County Court at Law Judges, appoint the Community Supervision and Corrections Department Director. The District Judges, along with the County Judge serve on the County Juvenile Board which oversees the operations of the Juvenile Probation Department and appoints the Chief Juvenile Probation Officer.

C. Constables

There are four precinct Constables in Williamson County, each of whom is elected by the qualified voters of one of four precincts in the County. In general, the duties of the Constable are to perform a service or act, execute and return, as provided by law, all civil and criminal processes, writs, citations, subpoenas, summons, warrants, and precepts, directed and delivered by a lawful official, anywhere in the constable's County, or in a County contiguous to the constable's County, and in other locations as provided by law. The Constable may seize and sell real estate and personal property upon order of the court, take eviction action and attend justice court proceedings. The Constable may enforce all state laws and arrest offenders with or without warrant for felonies or misdemeanor offenses committed against the peace and dignity of the state.

D. County Attorney

The countywide electorate elects the County Attorney. Duties include representation of the State of Texas in all criminal proceedings under investigation or pending before the County Courts at Law and Justice Courts of the County, examination and prosecution of all cases pending before the Juvenile Courts, and representation of the State in all cases appealed to or from any of these courts. The County Attorney also processes felony and misdemeanor hot checks, obtains protective orders for victims of domestic violence, represents the Department of Family and Protective Services in cases involving abuse or neglect of children or abuse, neglect, or exploitation of elderly or disabled adults, obtains commitment orders for individuals suffering from mental illness and substance abuse, and responds to Public Information Act requests for the County. The County Attorney serves as a legal advisor to County and precinct elected officials as requested. Where applicable, the County Attorney represents the County in civil litigation matters.

E. County Clerk

The countywide electorate elects the County Clerk and the duties and fees collected by the office are prescribed by the legislature. The County Clerk is the clerk of the County and of Commissioners Court and is the official recorder of County business. By legislation in Williamson County, the County Clerk functions as the clerk of the court for each of the County Courts at Law. In addition, the County Clerk acts as recorder of deeds and other instruments, records and issues death and birth certificates, issues marriage licenses, registers cattle brands, records and retains all plats, and maintains records of mental health commitments. The County Clerk serves as clerk of the Probate and Civil Court and keeps all records, books, paper, and proceedings of the Probate Court as well as the County Courts at Law criminal dockets. Additional responsibilities include keeping all records properly indexed, arranged, and preserved.

F. District Attorney

The legislature may create the Office of the District Attorney in any judicial district in the state and prescribe the duties of the office. Such an office in Williamson County has been created and the District Attorney is a constitutional officer. The countywide electorate elects the District Attorney. The duties of the office in general are to represent the State of Texas on all criminal matters before the District Courts of Williamson County. These matters include grand jury proceedings along with bond and asset forfeitures. The District Attorney also handles all appeals from any such matters that are taken to the Court of Appeals, Texas Court of Criminal Appeals, Texas Supreme Court, and the United States Supreme Court.

G. District Clerk

The countywide electorate elects the District Clerk. In general, the functions of this office are to serve in an administrative capacity for the District Courts (state courts), to perform judicial or quasi-judicial duties in connection therewith, to act as custodian of the court records, to receive money in the clerk's official capacity, and to perform general assessed duties as are enjoined by statute or imposed by the lawful authority of the court. The District Clerk of Williamson County also maintains the files for all criminal, civil, family, and tax cases handled by these courts.

H. Justice of the Peace Courts

There are four precinct Justices of the Peace Courts in Williamson County. Each Justice of the Peace is elected by the voters living within their respective precinct. Justices of the Peace have jurisdiction in all Class C misdemeanor criminal matters where such fines are established by statute. Also, the Justices of the Peace have jurisdiction in civil matters either in Small Claims Court or Justice Court where the amount in controversy is $20,000 or less (exclusive of interest) of which exclusive original jurisdiction is not given to the County or District Courts. Appeals to the County Court at Law shall be allowed in all cases decided in Justice Court, however, in civil cases, only when the judgment is for more than $20 (exclusive of costs). The Small Claims Court exercises concurrent jurisdiction with the Justice Courts in all actions for recovery of money by any person, association of persons, corporations or by any attorney for such parties or other legal entity where the amount involved, exclusive of cost, does not exceed the sum of $20,000. Other duties of the Justices of the Peace in Williamson County include death inquests, mental probable cause hearings, debt claim and eviction proceedings, criminal prisoner admonishments, peace bond hearings, school truancy cases, juvenile magistrate statements, animal cruelty hearings, driving license suspension hearings, and other administrative duties per code.

I. Sheriff

The qualified voters of the County elect the Sheriff. The duties of the Sheriff are prescribed by the legislature. The Sheriff may employ guards for the safekeeping of prisoners in the jail and, subject to regulations of Commissioners Court, has charge and control of the courthouse. In addition, the Sheriff shall execute all processes and precepts directed by legal authority and make return thereof to the proper court. The Sheriff is the Chief Law Enforcement Officer for the County and custodian of the County jail. In addition to apprehending criminals and serving writs and other legal papers for the Civil, County, and District Courts, the Sheriff is also charged with keeping order in the courtrooms. The Sheriff also administers proactive programs aimed at crime prevention and substance abuse control such as the Drug Abuse Resistance Education (DARE) program.

J. Tax Assessor-Collector

The Tax Assessor-Collector is elected by the countywide electorate and performs all the duties with respect to assessing property for the purpose of taxation and collection of taxes as may be prescribed by the legislature. The duties of the office consist of assessing and collecting County property taxes. The officer may serve in a similar capacity for any incorporated city, town, village, school districts--independent or otherwise, drainage district, municipal utility district, special district, public improvement district, and water control district in the County. The Tax Assessor-Collector of Williamson County, in addition to assessing and collecting for taxable real and personal property within the County, collects the taxes for many independent cities and districts. Other duties include titling and registering of motor vehicles, collecting state and County license fees, occupation fees, and state motor vehicle sales taxes.

K. Treasurer

The countywide electorate elects the Treasurer. The duties of the Treasurer are to receive County funds and disburse them, subject to the County Auditor's countersignature. The function of this office is an essential part of internal control in financial matters in that all monies due to the County must be placed in the Treasurer's custody. Monies are forwarded to the County Treasury and can be withdrawn upon the signature of the County Treasurer and countersignature of the County Auditor. Additional responsibilities of the Treasurer include signatory authority for all payroll related payments with the countersignature of the County Auditor. Also, the Treasurer is responsible for the reconciliation of all bank accounts upon which the Treasurer acts as signatory. The Treasurer prepares and submits all required reports and payments to the State of Texas and serves as Secretary to the Bail Bond Board. In addition, the Treasurer serves as the co-Certified Investment Officer for the County relative to all requirements of the Public Funds Investment Act.

II. STATUTORY ELECTED OFFICES

A. County Court at Law

There are five County Courts at Law in Williamson County, each created by the legislature. The countywide electorate elects each of the County Court at Law judges. These courts have jurisdiction in all eminent domain/condemnation cases, misdemeanor cases, probate, and mental illness and chemical dependency matters. The County Courts at Law have concurrent jurisdiction with the District Courts in family law cases, including divorces, child custody cases and in civil matters where the amount in controversy does not exceed $250,000 (exclusive of punitive or exemplary damages, costs, and interest). The County Courts at Law have appellate jurisdiction in all appeals in criminal and civil cases from Justice Courts and Municipal Courts. Along with these duties, the County Court at Law Judges and the District Judges appoint the Community Supervision and Corrections Department Director.

III. STATUTORY APPOINTED OFFICES

A. County Auditor

The County Auditor is appointed by the District Judges and serves as the Chief Accounting Officer of the County. The County Auditor has general oversight of all County records and is responsible per statute, for projecting revenue during the budget process. The County Auditor must sign all checks written for the County. It is the responsibility of the County Auditor's office to audit each fee collecting office at least once each quarter. Financial reporting is also performed by the County Auditor's office. The County Auditor is responsible for the creation of the Annual Comprehensive Financial Report (ACFR) and the Popular Annual Financial Report (PAFR), that is submitted each year to the Government Finance Officers Association for review. In addition, the County Auditor oversees the payroll and accounts payable function for the entire County. Other responsibilities include accounting for fixed assets and administering and reporting all grant funds received from the state and federal government and other entities. The County Auditor serves as the fiscal officer for the Community Services and Corrections Department and Chief Fiscal Officer for Juvenile Services. In addition, the County Auditor serves as the co-Certified Investment Officer for the County relative to all requirements of the Public Funds Investment Act.

B. Chief Juvenile Probation Officer

The Williamson County Juvenile Board is comprised by state statute of all District Judges and the County Judge. The board is tasked with appointing a chief executive officer to administer all juvenile services to Williamson County youth and families through the Williamson County Juvenile Services (WCJS) department. Duties of the chief juvenile probation officer include developing a department budget, hiring officers, developing operating policies and procedures in alignment with state standards, and maintaining operations of all segments of youth services. Currently, there are four office locations, one in each County precinct. The central office, or Juvenile Justice Center, houses Central Administration, Juvenile Court, Juvenile Detention Center, C.O.R.E. Residential Treatment Center, the Juvenile Justice Alternative Education program (S.T.E.P.), Prevention Services, and Georgetown Court and Field Services. The remainder of Field Services are administered through additional branch office locations in the cities of Round Rock, Taylor, and Cedar Park. One hundred sixty-five (165) full-time employees including youth engagement specialists (juvenile probation and supervision offices), case managers, counselors, social workers, teachers, nurses, specialists, supervisors, administrators, support staff, and additional part-time staff and contract professionals, focus their daily efforts on executing and supporting the WCJS Vision – "Making a difference in our community: creating opportunities for positive change through hope, empowerment, prevention and accountability". WCJS offers robust services and programs to youth and families including, but not limited to, prevention and early intervention services, direct-care supervision and support, community supervision and engagement, court services, legal advocacy, on-site education and school services, case management, parent enrichment, electronic monitoring, family preservation, crisis intervention, home and school-based services, counseling, sexual behavior treatment and polygraph, psychiatric medication management, mental health and psychological assessment/evaluation, substance use intervention and treatment, on-site medical services, and residential treatment. WCJS operates under a comprehensive trauma-informed and relational framework, balancing accountability, youth and family rehabilitation, and community protection.

C. Community Supervision and Corrections Department Director

The Community Supervision and Corrections Department (CSCD) (also known as Adult Probation Department) Director is appointed by the District and County Court at Law Judges. The department is responsible for supervising adult offenders placed on community supervision as well as offenders placed in the department's 100-bed intensive inpatient substance abuse program referred to as the Central Texas Treatment Center. The department's mission is to serve the community by providing defendants the opportunity to change their behavior through evidence-based practices and client centered supervision. The CSCD operates its own Outpatient Services Department providing offenders high quality, evidence-based programing at costs much lower than can typically be found in the private sector. The department also operates several specialized caseloads including specialized supervision for sex offenders, special needs offenders, offenders required to be monitored on electronic monitoring or surveillance, and offenders required to have ignition interlock devices that monitor alcohol use in their vehicles. The department receives most of its funding from state funds and Court ordered offender fees. The Texas Department of Criminal Justice-Community Justice Assistance Division provides grant and operational funds, and department oversight.

D. Elections Administrator

The Elections Administrator is the County Elections Official and is appointed by the Williamson County Election Commission. The duties of the Elections Administrator include all voter registration activities for over 422,383 registered voters in 163 precincts and the conduct of election activities for more than 44 County, city, and school governments, as well as 90 municipal and special utility districts. Duties also include the preparation and maintenance of appropriate political jurisdiction maps. The Elections Administrator prepares elections contracts and conducts elections for federal and state elections, and for local elections when requested. Duties include the selection and coordination of poll sites, selection and training of poll workers, and preparation of ballot materials. The Elections Administrator serves as the repository for local officials' campaign and expenditure reports. The Elections Administrator provides information to the public regarding voter registration and elections, and serves as a liaison to the Secretary of State regarding elections issues.

IV. COMMISSIONERS COURT DEPARTMENTS

A. Budget Officer

In a county with a population of more than 125,000 the Commissioners Court may appoint a Budget Officer. The Budget Officer is responsible for preparing a County budget for the fiscal year. In preparing or monitoring the budget, the Budget Officer may require the County Auditor or any other district, County, or precinct officer of the county to provide any information necessary for the Budget Officer to properly prepare or monitor the budget. The County budget is approved by Commissioners Court.

B. County Extension Service Agent

The Williamson County Office of the Texas Agricultural Extension Service is a unique partnership between the County Commissioners Court and Texas A & M University System. County Extension Agents provide outreach education to the citizens of Williamson County in the areas of Agriculture, Family and Consumer Sciences, 4-H, Youth Development, and Horticulture. Agents utilize research-based information to conduct workshops, clinics, tours, meetings, and programs, as well as preparing news releases and web-based education. The Extension Service values and promotes citizen and community involvement, research-based education, lifelong learning, and volunteerism.

C. Emergency Services Senior Director

The Commissioners Court appoints the Senior Director of Emergency Services of Williamson County. It is the Senior Director's duty to control and direct the areas of Emergency Management, Emergency Communications, Fire Marshal-Special Operations, and EMS (Emergency Medical Services). It is the responsibility of the Senior Director to serve as liaison between municipal districts, county, regional, state, and federal emergency management functions as well as other emergency management organizations. Emergency Management responds to local disasters by coordinating recovery activities with local, regional, and state entities. The Fire Marshal – Special Operations is responsible for responding to hazardous material spills, swift-water rescue, and technical rescue within the County and the region. The Fire Marshal's Office enforces the fire code and conducts fire investigations. Emergency Communications handles all 911 communications between the general public and County, City, and Special District Agencies tasked with rapid response. EMS responds to all emergency medical calls and handles transport of patients within the County except within the City of Georgetown.

D. Facilities Management Senior Director

The Commissioners Court appoints the Facilities Management Senior Director. The Facilities Management Senior Director oversees all County facilities construction activities and ensures the quality and completion of maintenance and repair for all County-owned buildings and grounds. Maintenance includes all major and minor repairs to County facilities, supervision and execution of all janitorial and grounds maintenance contracts, and review/approval of payments to suppliers, contractors, and utilities.

E. General Counsel and Risk Manager

The Commissioners Court appoints the General Counsel to provide legal services specifically for the Commissioners Court and its departments. General Counsel also provides legal services to other elected offices on matters related to the Commissioners Court or on matters that may implicate County liability. In addition to serving as a legal advisor on all matters related to County business and functions, General Counsel assists with open government obligations, policy development, economic development, procurement and contracting, human resources, claims management, and civil litigation matters, including oversight of outside counsel.

The Risk Manager serves under General Counsel and is responsible for developing and overseeing the County's Risk Management program, including the casualty and liability insurance programs, resolution of damage claims made against the County and damage to County property and assets, the workers' compensation program, mitigation of risk programs, and assistance to General Counsel and outside counsel on pending litigation matters.

F. Human Resources Senior Director

The Commissioners Court appoints the Human Resources (HR) Senior Director. The Senior Director must ensure the County follows state and federal employment laws, that job applicants meet the qualifications of a particular job opening and that the public is notified when a job opening becomes available within the County. The HR Senior Director is responsible for the management of the Self-Funded Benefits Plan and various other medical and dental benefit plans offered by the County as well as life and disability insurance, wellness program, and employee assistance program. The HR Senior Director also monitors the claims disbursement made under the Self-Funded Benefits Plan and must ensure the various benefits plans are administered in compliance with federal laws and regulation. The HR Senior Director must ensure the County complies with the Drug-Free Workplace Policy, the Family and Medical Leave Act (FMLA) and the Americans with Disabilities Act (ADA). The Senior Director oversees compliance with Williamson County compensation policies and directs the annual salary study process.

G. Infrastructure Senior Director

The Commissioners Court appoints the Senior Director of Infrastructure of Williamson County. It is the Senior Director's duty to control and direct the following five areas: Fleet Services, Road and Bridge Division, Development Services and Drainage Division, Environmental Services Division, and the Road Bond Office. It is the responsibility of the Senior Director to serve as a liaison with local, state, and federal organizations as well as the public. Fleet Services personnel maintains Williamson County's fleet of vehicles and equipment, makes recommendations during the budget process for equipment replacement needs of county departments and assists in defining what types of equipment should be purchased.

The Road and Bridge Division of Williamson County has the responsibility for the maintenance and repair of all County roads, bridges, drainage structures and ditches pertaining to the road system in Williamson County. The Development Services and Drainage Division is responsible for the review of plats in the unincorporated area of the County and management of the County's participation in the FEMA flood plain program. The Environmental Services Division is responsible for the permitting of all onsite septic systems and oversite of the Williamson County landfill. The Road Bond Office is a privatized division and is responsible for the management of the County's road bond program.

H. Parks Department Senior Director

The Commissioners Court appoints the Parks Department Senior Director. The Parks Department Senior Director is responsible for the development, operation, and maintenance of County parks, trails and preserves. The Parks Department Senior Director also provides for safe and secure facilities and coordinates park related development and activities with cities in the County.

I. Purchasing Agent

In a county with a population of more than 100,000 the Commissioners Court may appoint a Purchasing Agent. The Purchasing Agent is responsible for carrying out the purchasing function as prescribed by law and for administering the procedures prescribed by law for notice and public bidding for County purchases and contracts. The County Purchasing Agent purchases all supplies, materials and equipment required or used by the County and contracts for all repairs to purchased equipment, as needed. The Purchasing Agent has the responsibility of providing an accounting for all property on hand annually to the County Auditor and the Commissioners Court.

J. Regional Animal Shelter Director

The Williamson County Regional Animal Shelter is a multi-jurisdictional shelter established by the County and multiple municipalities within the County. The mission of the Animal Shelter Director is to ensure humane care is provided to all animals in the shelter, to assist the participating entities in enforcing state law and local ordinances, and to otherwise serve the citizens in a cost-effective manner. The Animal Shelter Director takes responsibility for animal shelter operations and staff by developing and enforcing policies and procedures that are compliant with local, state, and federal law. Priorities include development and maintenance of budgetary and financial goals, communication and relationships with regulatory agencies, Commissioners Court, Shelter Board, and officials from all city/county entities. The director also monitors and reports trends which may be used to facilitate planning of programs consistent with the success of overall shelter goals. The Shelter Director is hired by the County utilizing input from the Regional Animal Shelter's Board of Directors.

K. Technology Services Senior Director

The Commissioners Court appoints the Technology Services Senior Director of Williamson County. The Technology Services Senior Director is the Chief Information Officer for the County and oversees the functions of Technology Services (TS), Geographic Information Systems (GIS), Wireless Communications, 911 Addressing, and Records Management (RM) for the County. TS includes installing new systems, protecting computer-stored records, maintaining control of daily Data Lifecycle functions, troubleshooting within County offices as computer-related issues arise as well as supporting countywide telecommunications. GIS includes management of the central GIS database and interfaces as well as providing GIS, GPS, and related services to County departments and the public. Wireless Communications manages the radio system between the various Public Safety Agencies within the County. 911 Addressing includes maintaining the 911 telephone database for the entire County and providing addressing services for the unincorporated areas and small cities. RM functions include warehousing and protecting records from the various County departments, monitoring and coordinating destruction schedules, and warehousing and coordinating the disposal of assets as the assets exceed their useful life. In addition, the Technology Services Senior Director oversees County mail courier functions.

L. Veterans County Services Officer

In a county with a population of 200,000 or more the Commissioners Court shall maintain a Veterans County Service office. The Commissioners Court appoints the Veterans County Services Officer and the number of Assistant Veterans County Services Officers that it considers necessary. Veterans Services staff assists veterans and their families with information on programs and services that are available for individuals that have served in the armed forces. They also help them file and receive entitled benefits from the U. S. Department of Veterans Affairs. Programs and services available include educational benefits, vocational benefits, disability retirement, obtaining lost military records, and more.

Federal and State Award Programs

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Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Honorable County Judge
and County Commissioners
Williamson County, Texas

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County, Texas (the County) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated March 26, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

The Honorable County Judge
and County Commissioners
Williamson County, Texas

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Austin, Texas
March 26, 2024

Independent Auditor's Report on Compliance for Each Major Federal and State Program and Report on Internal Control over Compliance in Accordance with the Uniform Guidance and State of Texas Grant Management Standards

To the Honorable County Judge
and County Commissioners
Williamson County, Texas

Report on Compliance for Each Major Federal and State Program

Opinion on Each Major Federal and State Program

We have audited the compliance of Williamson County, Texas (the County) with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement and State of Texas Grant Management Standards (TXGMS) that could have a direct and material effect on each of the County's major federal and state programs for the year ended September 30, 2023. The County's major federal and state programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the County complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and TXGMS. Our responsibilities under those standards, the Uniform Guidance, and TXGMS are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal and state program. Our audit does not provide a legal determination of the County's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the County's federal and state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and TXGMS will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of each major federal and state program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and TXGMS we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the County's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the County's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and TXGMS, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal and state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal and state program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal and state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

The Honorable County Judge
and County Commissioners
Williamson County, Texas

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and TXGMS. Accordingly, this report is not suitable for any other purpose.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Austin, Texas
March 26, 2024

Williamson County, Texas
Schedule of Findings and Questioned Costs
For the Fiscal Year Ended September 30, 2023

Section 1. Summary of Auditor's Results

Financial Statements

An unmodified opinion was issued on the financial statements.

Internal control over financial reporting:

Material weakness(es) identified?	____ Yes	X No
Significant deficiencies identified that are not considered to be material weakness(es)?	____ Yes	X None reported
Noncompliance material to financial statements noted?	____ Yes	X No

Federal and State Awards

Internal control over major programs:

Material weakness(es) identified?	____ Yes	X No
Significant deficiencies identified that are not considered to be material weakness(es)?	____ Yes	X None reported

An unmodified opinion was issued on compliance for major programs.

Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance, or State of Texas Uniform Management Standards?	____ Yes	X No

Identification of major federal programs:

21.027	COVID-19 - Coronavirus State and Local Fiscal Recovery Funds

Identification of major state programs:

	Flood Plain Grant
Dollar threshold use to distinguish between type A and type B programs?	$1,312,402 - Federal
	$750,000 - State

Auditee qualified as low-risk auditee?	X Yes	____ No

Section 2. Financial Statement Findings

None

Section 3. Federal and State Award Findings and Questioned Costs

None

Section 4. Schedule of Prior Audit Findings and Questioned Costs

None

Williamson County, Texas
Schedule of Expenditures of Federal and State Awards
For the Fiscal Year Ended September 30, 2023

Federal Grantor/ Pass Through Grantor Program Title	Federal Assistance Listing Number	Grant or Identifying Number	Pass-Through to Non-State Entities	Expenditures Direct	Expenditures Total
FEDERAL AWARDS					
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES					
Passed Through Texas Department of Family and Protective Services					
Title IV-E Contract (Legal)	93.658	HHS000285100010	$ -	$ 31,053	$ 31,053
Total Passed Through Texas Department of Family and Protective Services			-	31,053	31,053
TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			-	31,053	31,053
U.S. DEPARTMENT OF THE INTERIOR					
Passed Through Texas Parks & Wildlife Department					
Wilco Regional Habitat Conservation	15.615	CA-0002862		218,047	218,047
Twin Springs Restoration	15.615	CA-0001117	-	3,915	3,915
Total Passed Through Department of Agriculture			-	221,962	221,962
TOTAL U.S. DEPARTMENT OF THE INTERIOR			-	221,962	221,962
U.S. DEPARTMENT OF HOMELAND SECURITY					
Passed Through Texas Office of the Governor - Division of Emergency Management					
Homeland Security - Hazmat Monitor & Maintenance	97.067	EMW-2021-SS-00062	-	5,350	5,350
Homeland Security - Hazmat Monitor & Maintenance	97.067	EMW-2022-SS-00021	-	34,021	34,021
Total Passed Through Texas Office of the Governor - Division of Emergency Management			-	39,371	39,371
Passed Through Texas Department of Public Safety -					
Winter Storm Mara	97.036	4705DRTXP00000001	-	44,912	44,912
Total Passed Through Texas Department of Public Safety - Winter Storm Mara			-	44,912	44,912
TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY			-	84,283	84,283
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
Direct Programs					
Community Development Block Grant	14.218	B-19-US-48-0502	155,281	-	155,281
Community Development Block Grant	14.218	B-20-US-48-0502	410,351	-	410,351
Community Development Block Grant- (CARES)	14.218	B-20-US-48-0502	826,410	-	826,410
Community Development Block Grant	14.218	B-21-US-48-0502	295,794	-	295,794
Community Development Block Grant	14.218	B-22-US-48-0502	223,430	-	223,430
Total Direct Programs			1,911,266	-	1,911,266
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			1,911,266	-	1,911,266
U.S. DEPARTMENT OF JUSTICE					
Direct Programs					
Equitable Sharing Program	16.922	TX2460000 410411	-	67,112	67,112
Total Direct Programs			-	67,112	67,112
Passed Through Office of Justice Programs					
State Alien Assistance Program (SCAAP)	16.606	15PBJA-21-RR-04984-SCAA	-	206,775	206,775
State Alien Assistance Program (SCAAP)	16.606	15PBJA-22-RR-05200-SCAA	-	158,260	158,260
Wilco Veterans Court Enhancement Grant	16.585	2020-VC-BX-0093	-	66,951	66,951
Wilco DWI Court Enhancement Grant	16.585	2020-MU-BX-0103	-	66,537	66,537
UT Of Austin	16.540	2020-JX-FX-K003	-	75,573	75,573
Wilco Transformative Justice	16.838	15PBJA-22-GK-04587-MUMU	-	96,346	96,346
Family Drug Court Grant	16.838	15PJDP-21-GG-04528-COAP	-	96,686	96,686
Edward Byrne Memorial Justice Assistance Grant Program-JAG Grants	16.738	15PBJA-22-GG-04995-JAGX	-	13,641	13,641
Total Passed through Office of Justice Programs			-	780,769	780,769
TOTAL U.S. DEPARTMENT OF JUSTICE			-	847,881	847,881

The Notes to the Schedule of Expenditures of Federal and State Awards are an integral part of this statement.

Williamson County, Texas

Schedule of Expenditures of Federal and State Awards – Continued
For the Fiscal Year Ended September 30, 2023

Federal Grantor/ Pass Through Grantor Program Title	Federal Assistance Listing Number	Grant or Identifying Number	Through to Non-State Entities	Expenditures Direct	Expenditures Total
FEDERAL AWARDS					
U.S. DEPARTMENT OF TRANSPORTATION					
Passed Through Texas Department of Transportation					
Highway Planning & Construction					
FM 3349-US 79 Interchange	20.205	3486-01-008	-	23,014,966	23,014,966
FM 3349-US 79 Interchange	20.205	0204-02-034	-	1,788,396	1,788,396
RM 2243 from US 183A to IH-35	20.205	2103-01-038	-	467,311	467,311
Total Highway Planning & Construction			-	25,270,673	25,270,673
STEP - Step Comprehensive	20.600	2023-WilliamsonCo-S-1YG-00019	-	42,805	42,805
Total Passed Through Texas Department of Transportation			-	25,313,478	25,313,478
TOTAL U.S. DEPARTMENT OF TRANSPORTATION			-	25,313,478	25,313,478
U.S. DEPARTMENT OF TREASURY					
Direct Programs					
Equitable Sharing Program	21.016	TX2460000 410412	-	22,872	22,872
COVID 19- Coronavirus State and Local Fiscal Recovery Funds	21.027	NA	8,601,507	6,580,101	15,181,608
Passed Through Office Of Court Administration					
OCA ARPA	21.027	NA	-	132,338	132,338
Total Direct Programs			8,601,507	6,735,311	15,336,818
TOTAL U.S. DEPARTMENT OF TREASURY			8,601,507	6,735,311	15,336,818
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 10,512,773	$ 33,233,968	$ 43,746,741
STATE AWARDS					
OFFICE OF THE ATTORNEY GENERAL					
Direct Programs					
2023 Texas Vine Program		C-00433	$ -	$ 29,403	$ 29,403
Total Direct Programs			-	29,403	29,403
TOTAL OFFICE OF THE ATTORNEY GENERAL			-	29,403	29,403
OFFICE OF THE GOVERNOR					
Passed Through Criminal Justice Division					
2023 Bullet Resistant Shield		2023-SH-ST-0000	-	79,040	79,040
2023 Bullet Resistant Shield		2023-SH-ST-0000	-	38,071	38,071
2023 Veterans Treatment Court Grant		2023-DC-ST-0012	-	73,039	73,039
2023 The Purpose Project Grant		2023-SF-ST-0015	-	16,000	16,000
2023 Special Victims Unit Felony Prosecutor Grant		15JOVW-22-GG-00453-STOP	-	93,268	93,268
2024 Special Victims Unit Felony Prosecutor Grant		15JOVW-23-GG-00603-MUMU	-	8,018	8,018
2022 Family Recovery Court Grant		2022-DC-ST-0012	-	33,061	33,061
Total Passed Through Criminal Justice Division			-	340,497	340,497
TOTAL OFFICE OF THE GOVERNOR			-	340,497	340,497
TEXAS WATER DEVELOPMENT BOARD					
Direct Programs					
Flood Plain Grant		G1001290	-	1,742,330	1,742,330
Total Direct Programs			-	1,742,330	1,742,330
TOTAL TEXAS WATER DEVELOPMENT BOARD			-	1,742,330	1,742,330
TEXAS PARKS AND WILDLIFE DEPARTMENT					
Direct Programs					
Go Program		52-000840	-	18,202	18,202
Total Direct Programs			-	18,202	18,202
TOTAL TEXAS PARKS AND WILDLIFE DEPARTMENT			-	18,202	18,202

The Notes to the Schedule of Expenditures of Federal and State Awards are an integral part of this statement.

Williamson County, Texas

Schedule of Expenditures of Federal and State Awards – Continued
For the Fiscal Year Ended September 30, 2023

State Grantor/ Pass Through Grantor Program Title	Federal Assistance Listing Number	Grant or Identifying Number	Through to Non-State Entities	Expenditures Direct	Expenditures Total
STATE AWARDS					
TEXAS INDIGENT DEFENSE COMMISSION					
Direct Programs					
Texas Indigent Defense Formula Grant		212-23-246	-	274,725	274,725
Transformative Justice		212-23-C19	-	43,654	43,654
Total Direct Programs			-	318,379	318,379
TOTAL TEXAS INDIGENT DEFENSE COMMISSION			-	318,379	318,379
TEXAS VETERANS COMMISSION					
Direct Programs					
Veteran Treatment Court		G-2022-06006	-	13,590	13,590
General Assistance Program		G-2022-18116	-	34,086	34,086
Total Direct Programs			-	47,676	47,676
TOTAL TEXAS VETERANS COMMISSION			-	47,676	47,676
TOTAL EXPENDITURES OF STATE AWARDS			$ -	$ 2,496,487	$ 2,496,487
TOTAL EXPENDITURES OF FEDERAL AND STATE AWARDS			$ 10,512,773	$ 35,730,455	$ 46,243,228

The Notes to the Schedule of Expenditures of Federal and State Awards are an integral part of this statement.

Williamson County, Texas

Notes to the Schedule of Expenditures of Federal and State Awards

Note 1. General

The accompanying schedule of expenditures of federal and state awards presents the activity of all applicable federal and state awards of Williamson County, Texas (the County). The County's reporting entity is defined in Note 1 to the County's financial statements. Federal and state awards received directly from federal and state agencies as well as federal and state awards passed through other government agencies are included in the respective schedule. Negative amounts shown in the schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures.

Note 2. Basis of Accounting

The accompanying schedule of expenditures of federal and state awards is presented using the modified accrual basis of accounting. Expenditures are recognized when the related fund liability is incurred. Federal grants are considered to be earned to the extent of expenditures made under the provisions of the grant and, accordingly, when such funds are received they are recorded as deferred revenue until earned.

Note 3. Relationship to Federal Financial Reports

Grant expenditure reports as of September 30, 2023, which have been submitted to grantor agencies will, in some cases, differ slightly from amounts disclosed herein. The reports prepared for grantor agencies are typically prepared at a later date and often reflect refined estimates of year-end accruals. The reports will agree at termination of the grant as the discrepancies noted are timing differences.

Note 4. Indirect Cost Rate

The County has not elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

WILLIAMSON COUNTY, TEXAS

POPULAR ANNUAL FINANCIAL REPORT

FOR FISCAL YEAR END SEPTEMBER 30, 2023

175 YEARS IN THE MAKING

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1911 County Clerks Office

1913 County Clerks Office

The Popular Annual Financial Report (PAFR) provides a less technical discussion of County finances by providing important financial data that presents a brief explanation on where the county-wide resources come from, how those dollars are spent, and how those transactions benefit the citizens.

The PAFR is generated using the financial information taken from the 2023 Annual Comprehensive Financial Report (ACFR) that was audited by Weaver and Tidwell, LLP with an unmodified opinion. An unmodified opinion indicates the financial statements are prepared according to Generally Accepted Accounting Principals (GAAP) and are free from material misstatements concerning the overall financial position of the County.

MESSAGE FROM THE COUNTY AUDITOR

Dear Citizens of Williamson County,

It is my pleasure to present the Popular Annual Financial Report (PAFR) for the fiscal year ended September 30, 2023 which highlights 175 years of the County. This financial summary includes discussions of County initiatives and trends in the local economy. The document provides important financial data that presents a brief explanation on where the county-wide resources come from, how those dollars are spent and how those transactions benefit the citizens.

On March 13, 2023, Williamson County celebrated its demisemiseptcentennial or 175th birthday! The County was organized in 1848 and named for Robert M. Williamson, pioneer leader and veteran of the Battle of San Jacinto. The County celebrated its 175th birthday on March 10 and 11, 2023, with activities in downtown Georgetown. The theme was *Still Making History*, acknowledging the County's rich history and promising future.

The County continues to experience major job growth, proliferation of business, and residential development. From 2012-2022, the County's population has grown by 47%. Last year, the County had the seventh fastest population growth in the State. Williamson County's growth has been fueled by its location on the I-35 corridor and close access to Austin, Texas. The tech sector has become the primary driver of jobs in the region. Dell Technologies, Amazon.com Inc., Apple Inc., IBM Corp, and Tesla Inc are the top five tech employers in the region. Samsung has broken ground on a $17 billion semiconductor factory. The six million square foot plant will bring 2,000 jobs to eastern Williamson County and is the largest investment Samsung has made in the United States. The County's unemployment rate increased slightly from 2.8% in September 2022 to 3.7% in September 2023.

Taxable Assessed Valuation (TAV) growth has been solid, spurred by affordable home prices and ample developable land which fuels property tax revenue growth. In fiscal year 2023 TAV grew 29%. The AAA credit rating that Williamson County continues to maintain provides further assurances that Williamson County is a great steward of our citizen's money.

This report is not intended to replace the Annual Comprehensive Financial report (ACFR); the function of this report is to provide a readable and understandable format regarding the County's finances. Both the ACFR and PAFR are available on our website: https://wilco.mygovcenter.com/uploads/cms/WilliamsonCountyTX2023ACFR-1711590460941-1711590463814.pdf. I invite you to share any questions, concerns, feedback or recommendations you may have by emailing jkiley@wilco.org.

Respectfully submitted,

Julie M. Kiley

Julie M. Kiley, CPA
Williamson County Auditor

COUNTY GOVERNMENT

Commissioners Court Through the Years

1912

1941

2019-Present

Williamson County Elected Officials *

Donna King	Judge, 26th District Court
Stacey Mathews	Judge, 277th District Court
Sarah Bruchmiller	Judge, 368th District Court
Ryan D. Larson	Judge, 395th District Court
Betsy Lambeth	Judge, 425th District Court
Scott K. Field	Judge, 480th District Court
Bill Gravell, Jr.	County Judge
Terry Cook	Commissioner, Precinct 1
Cynthia Long	Commissioner, Precinct 2
Valerie Covey	Commissioner, Precinct 3
Russ Boles	Commissioner, Precinct 4
Mickey Chance	Constable, Precinct 1
Jeff Anderson	Constable, Precinct 2
Matthew Lindemann	Constable, Precinct 3
Paul Leal	Constable, Precinct 4
Doyle “Dee” Hobbs	County Attorney
Nancy Rister	County Clerk
Brandy Hallford	Judge, County Court at Law 1
Laura Barker	Judge, County Court at Law 2
Doug Arnold	Judge, County Court at Law 3
John B. McMaster	Judge, County Court at Law 4
Will Ward	Judge, County Court at Law 5
D. Scott Heselmeyer	County Treasurer
Shawn Dick	District Attorney
Lisa David	District Clerk
KT Musselman	Justice of Peace, Precinct 1
Angela Williams	Justice of Peace, Precinct 2
Evelyn McLean	Justice of Peace, Precinct 3
Rhonda Redden	Justice of Peace, Precinct 4
Mike Gleason	Sheriff
Larry Gaddes	Tax Assessor/Collector

* As of January 1, 2024

26th District Court - 1915

PROPERTY TAX RATE AND TRENDS

Debt Service Fund - $M	2023	2022	2021
Revenue	$ 144.85	$ 139.62	$ 123.08
Expenditures	$ 163.58	$ 151.43	$ 123.79
Excess (def) of Rev & Exp	$ (18.73)	$ (11.80)	$ (0.71)
Other financing sources (uses)	$ 21.02	$ 12.29	$ (0.53)
Net Change in Fund Balance	$ 2.29	$ 0.48	$ (1.24)
Beginning Fund Balance	$ 8.08	$ 7.60	$ 8.84
Ending Fund Balance	$ 10.37	$ 8.08	$ 7.60

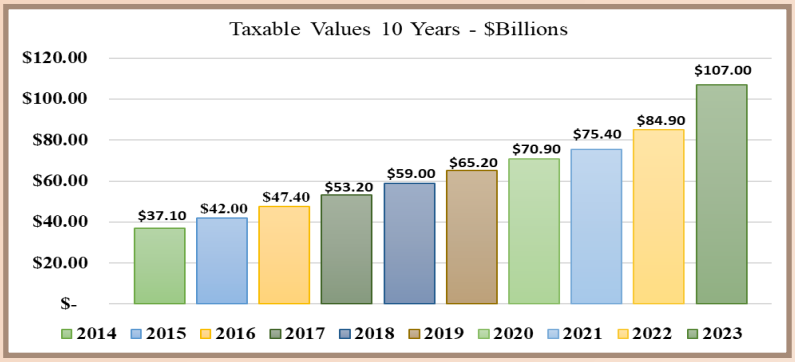
Road & Bridge Special Revenue Fund - $M	2023	2022	2021
Revenue	$ 53.64	$ 44.26	$ 38.39
Expenditures	$ 33.69	$ 30.94	$ 30.53
Excess (def) of Rev & Exp	$ 19.95	$ 13.33	$ 7.86
Other financing sources (uses)	$ (15.80)	$ (8.19)	$ (5.90)
Net Change in Fund Balance	$ 4.15	$ 5.13	$ 1.96
Beginning Fund Balance	$ 28.95	$ 23.82	$ 21.86
Ending Fund Balance	$ 33.10	$ 28.95	$ 23.82

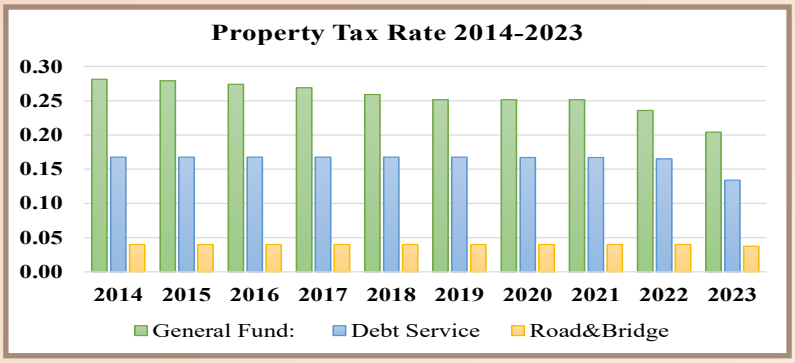
Williamson County Tax Rate

The 2023 tax rate is $0.375608 per $100 value and broken down as follows:

- General Fund - $0.204216
- Debt Service - $0.133900
- Road and Bridge - $0.037492

The graphs below reflect the taxable values and changes in tax rates by each source since 2014.





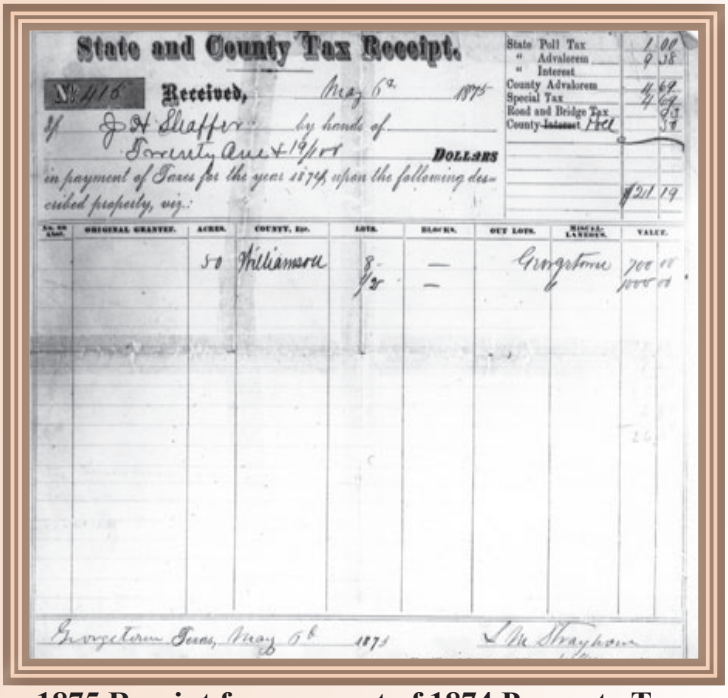
Debt Service Fund

The Debt Service Fund is used to account for the accumulation of resources for, and payment of, general long-term debt (principal, interest, and issuance costs).

Road & Bridge Fund

The Road and Bridge Fund is a special revenue fund used to account for money received from taxes, vehicle registration, and rebates from the State of Texas. Expenditures in the fund are utilized for maintenance and construction of county roads and bridges.

The tables to the left provide the revenues, expenditures, and ending fund balance over the past three years for both the Debt Service Fund and Road and Bridge Fund.

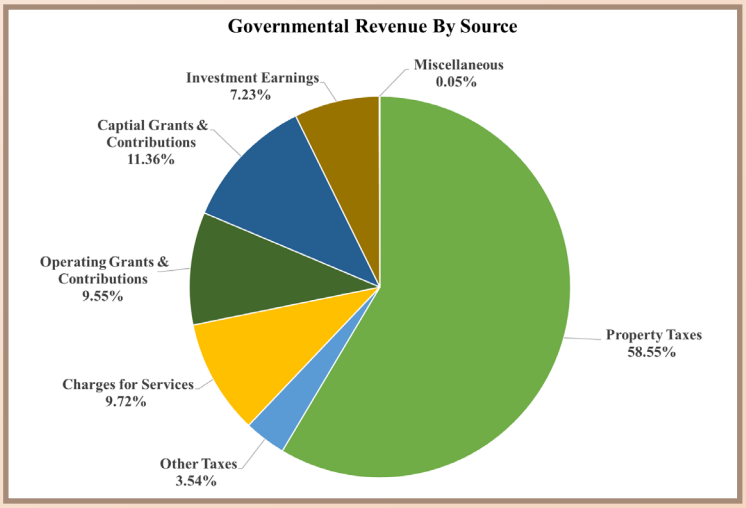


1875 Receipt for payment of 1874 Property Taxes

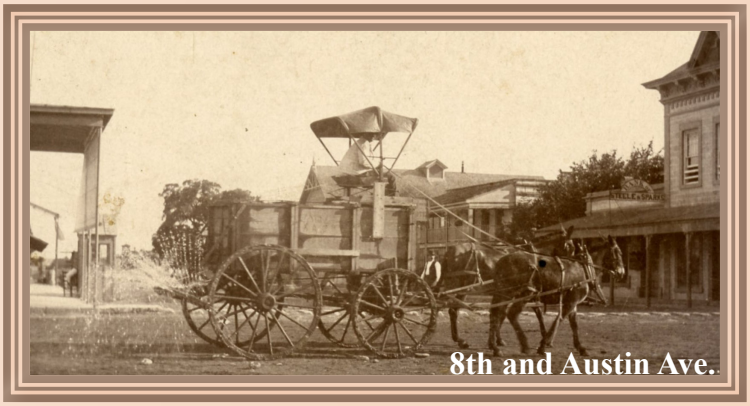
State Poll Tax	$1.00
State Advalorem	$9.38
County Advalorem	$4.69
Special Tax	$4.69
Road and Bridge Tax	$.93
County Poll Tax	$.50
Property Tax Total	**$21.19**

FINANCIAL TREND SUMMARY

Williamson County Jail



Taylor, TX 1800's


8th and Austin Ave.

How Your Tax Dollars Are Spent:

Total Expenses for FY 2023: $512,188,305

General Government	Public Safety	Transportation	Judicial Services
18.55%	32.87%	23.91%	8.69%

Community Services	Conservation	Long-Term Debt
9.74%	.13%	6.11%

GOVERNMENT-WIDE STATEMENTS

Williamson County Financial Activity Statement			
General Revenue	**2023**	**2022**	**2021**
Property Taxes:			
Levied for general purposes	$ 196,965,239	$ 181,421,949	$ 171,768,414
Levied for road & bridge	$ 41,539,986	$ 34,399,660	$ 29,432,670
Levied for debt service	$ 167,188,852	$ 161,656,245	$ 139,783,452
Other taxes	$ 24,543,802	$ 21,774,138	$ 16,291,760
Charges for Services	$ 67,341,318	$ 66,871,959	$ 59,559,176
Operating grants & contributions	$ 66,147,266	$ 56,632,343	$ 53,433,019
Capital grants & contributions	$ 78,721,735	$ 137,008,334	$ 36,176,049
Investment earnings	$ 50,115,081	$ (11,761,190)	$ 2,325,656
Miscellaneous	$ 341,160	$ 577,475	$ 184,529
Total Revenue	**$ 692,904,439**	**$ 648,580,913**	**$ 508,954,725**
Expenses			
General Government	$ 94,990,584	$ 95,241,179	$ 81,509,475
Public Safety	$ 168,344,228	$ 109,407,176	$ 97,377,417
Transportation Support	$ 122,432,160	$ 89,819,635	$ 92,821,273
Judicial	$ 44,515,813	$ 32,902,982	$ 27,235,265
Community Services	$ 49,864,644	$ 45,197,557	$ 31,102,956
Conservation	$ 684,354	$ 740,997	$ 962,046
Interest on long-term debt	$ 31,286,522	$ 32,446,311	$ 35,118,001
Total Expenses	**$ 512,118,305**	**$ 405,755,837**	**$ 366,126,433**
Monies Received over Services Rendered	**$ 180,786,134**	**$ 242,825,076**	**$ 142,828,292**

Government-Wide Statements are designed to provide readers with a broad overview of Williamson County's finances in a manner similar to a private sector business. Both the Statement of Activities and Statement of Net position are presented in the Government-Wide Statements.

Statement of Activities presents information demonstrating how the County's net position changed during the current fiscal year. All changes in net position are reported shortly after the underlying event occurs regardless of the timing of related cash flows.

Wilco Public Safety Stats			
	2023	**2022**	**2021**
Number of 911 Calls Received	158,748	119,259	111,941
EMS 911 Runs	37,364	33,710	29,839
EMS Tranfers Runs	776	844	337
Number of Total EMS Runs	38,140	34,554	30,176
Average EMS Response Time in Mins.	10:59	9:40	9:06
Average Jail Daily Population	585	620	575
Jail Bookings	10,387	9,354	6,938
Jail Releases	10,660	9,309	6,862
Jail Inmates at 9/30	594	617	578
Violations Report by Sheriff's Office	11,077	7,564	17,784
Annual Fire Inspections	2,039	1,573	329
Fire Investigations	35	40	51

H.A Hodges County Auditor

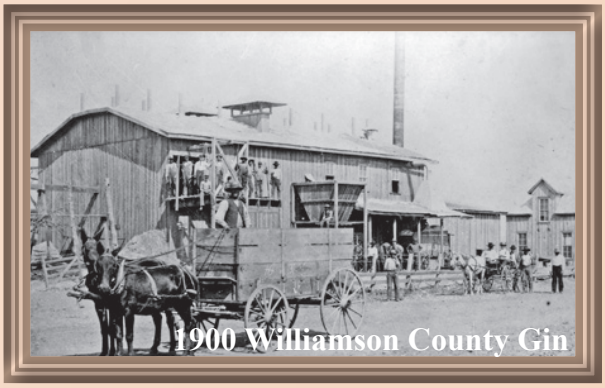
FUND ACCOUNTING

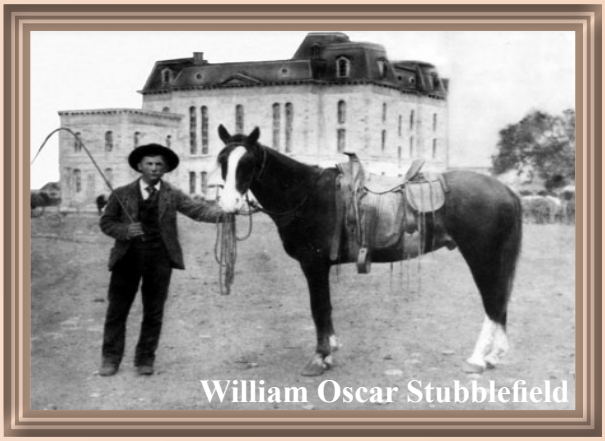
Statement of Revenues, Expenditures and Changes in Fund Balance - General Fund

	2023	2022	2021
Revenue			
Taxes	$ 222,043,939	$ 202,549,557	$ 187,802,861
Fees of Office	$ 18,195,641	$ 18,476,363	$ 16,951,289
Fines & Forfeitures	$ 1,952,559	$ 1,609,602	$ 1,601,140
Intergovernmental	$ 2,607,870	$ 1,988,137	$ 2,531,681
Charges for Services	$ 18,952,568	$ 18,234,562	$ 16,101,001
Investment Income & Other	$ 14,556,019	$ (2,531,080)	$ 656,953
Miscellaneous	$ 780,634	$ 1,729,832	$ 2,460,088
Total Revenue	$ 279,089,230	$ 242,056,973	$ 228,105,013
Expenditures			
Current:			
General Government	$ 73,142,592	$ 54,156,928	$ 47,024,253
Public Safety	$ 117,137,875	$ 102,380,136	$ 93,094,932
Judicial	$ 35,552,095	$ 31,073,275	$ 27,620,713
Community Services	$ 13,197,429	$ 13,660,479	$ 12,645,115
Debt Service:			
Principal	$ -	$ -	$ -
Interest and other charges	$ 98,620	$ 1,679	$ -
Capital Outlay	$ 2,610,874	$ 2,521,081	$ 3,371,850
Total Expenditures	$ 241,739,485	$ 203,793,578	$ 183,756,863
Excess of Revenues over Expenditures	$ 37,349,745	$ 38,263,395	$ 44,348,150
Other Financing Sources (Uses)			
Proceeds from Sale of Capital Assets	$ 98,192	$ 100,762	$ -
Proceeds from Subscription Liabilities	$ 5,426,752	$ -	$ -
Proceeds from Lease	$ 159,860	$ 257,959	$ -
Transfers In	$ 1,590	$ 117,242	$ 163,903
Transfers Out	$ (16,567,867)	$ (30,477,567)	$ (16,440,396)
Total Other Financing Sources (Uses)	$ (10,881,473)	$ (30,001,604)	$ (15,540,883)
Net Change in Fund Balances	$ 26,468,272	$ 8,261,791	$ 28,807,267
Fund Balance, Beginning	$ 176,088,699	$ 167,826,908	$ 139,019,641
Fund Balance, Ending	$ 202,556,971	$ 176,088,699	$ 167,826,908

Wilco Services Stats

	2023	2022	2021
County Employees	1,904	1,853	1,812
General Government			
Number of A/P checks issued	7,961	7,781	7,596
Number of outgoing A/P wires	173	201	193
Number of invoices processed	39,165	30,189	28,744
Number of Pcard charges	14,507	13,466	13,292
Number of electronic payments	7,097	6,138	5,910
Judicial			
Hot Check Cases			
Number of Checks Processed	101	67	61
Number of Theft by Check Cases Filed	98	4	12


1900 Williamson County Gin


William Oscar Stubblefield

Fund Accounting groups revenue received into related accounts to maintain control over resources that have been segregated for specific activities. The County, like other State and Local Governments, uses fund accounting to ensure compliance with finance-related requirements. All funds of the County can be divided into three categories:

1. ***Governmental Funds*** are used to account for essentially the same functions as government-wide. However, the main function for governmental funds is to focus on near-term inflows and outflows of available resources as well as unencumbered balances at the end of the fiscal year. Williamson County maintains 57 governmental funds.
2. ***Proprietary Funds*** are used to accumulate and allocate costs internally among the County's various functions. The only type of proprietary funds maintained by the County is Internal Service Funds, which includes the *Fleet Maintenance Fund* and the *Benefits Fund.*
3. ***Fiduciary Funds*** are used to account for resources held for the benefit of parties outside the County.

STATEMENT OF NET POSITION

The ***Statement of Net Position*** presents information on all of the County's assets and liabilities. The difference between the assets and liabilities are reported as the net position. The Statement of Net Position is comprised of the following:

- **Capital Assets** represent the value of assets less depreciation and the associated outstanding debt incurred to purchase an asset.
- **Restricted Assets** cash or other valuable assets put aside for a specific purpose.
- **Unrestricted Net Assets** are items that do not have to be held for specific reasons.
- **Deferred Outflows of Resources** are the consumption of net assets applied to a future reporting period.
- **Deferred Inflows of Resource**s are the purchase of net assets by government that is applied to a future reporting period.

Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of Williamson County is improving or deteriorating. In 2023, total net position increased by $180.8 million compared to 2022 due to capital contributions and property taxes. Capital assets increased by $242.2 million because of ongoing county road improvements, right of way purchases, and equipment purchases. The acceptance of several new subdivisions contributed to this increase. Noncurrent liabilities increased by $141.7 million, primarily due to a Net Pension Liability of $121.2 million, resulting from increased interest on the pension liability and the effect of plan changes.

Williamson County
Condensed Statement of Net Position

	2023	2022	2021
Assets			
Current Assets	$ 1,148,122,593	$ 1,142,279,920	$ 1,063,098,141
Capital Assets	$ 1,564,303,000	$ 1,322,064,178	$ 1,108,359,273
Total Assets	$ 2,712,425,593	$ 2,464,344,098	$ 2,171,457,414
Deferred Outflows of Resources	$ 57,440,606	$ 51,586,886	$ 62,801,834
Total Deferred Outflows of Resources	$ 57,440,606	$ 51,586,886	$ 62,801,834
Liabilities			
Current Liabilities	$ 180,052,957	$ 179,870,591	$ 132,579,328
Noncurrent Liabilities	$ 1,440,506,214	$ 1,298,827,821	$ 1,370,385,613
Total Liabilities	$ 1,620,559,171	$ 1,478,698,412	$ 1,502,964,941
Deferred Inflows of Resources	$ 17,209,333	$ 85,921,011	$ 22,807,822
Total Deferred Inflows of Resources	$ 17,209,333	$ 85,921,011	$ 22,807,822
Net Position			
Net Investment in Capital Assets	$ 1,209,223,449	$ 1,001,153,598	$ 270,544,977
Restricted	$ 700,591,876	$ 699,215,634	$ 606,279,506
Unrestricted	$ (777,717,630)	$ (749,057,671)	$ (168,337,998)
Total Net Position	$ 1,132,097,695	$ 951,311,561	$ 708,486,485

DEBT AND BOND ACTIVITY

Pass-Through Toll Revenue

This program represents 8% of the County's outstanding bonds payable. Debt payments for this type of bond are backed by a revenue source other than tax revenue. Tax revenue will only be used should the primary revenue source default on payments. Currently, Williamson County has two Pass-Through agreements with the Texas Department of Transportation (TxDOT). In 2006, TxDOT and Williamson County signed an agreement for the County to build US 183A, US 79 (3 Sections), RM 2338, and FM 1660. The County has received $127,009,375 and this contract is paid in full. The contract was modified to remove the reimbursement of FM 1660 that was agreed upon between Williamson County and TXDOT. In 2011, Williamson County signed a second Pass-Through agreement with TxDOT for the construction of northbound frontage roads and ramps on IH-35 in Georgetown. TxDOT will reimburse a maximum of $12,096,700. The reimbursement from TxDOT is based on a calculation of $0.07 per vehicle mile traveled; no more than $1,099,700 will be reimbursed annually on the completed project. The amount received to date is $7,559,190.35.

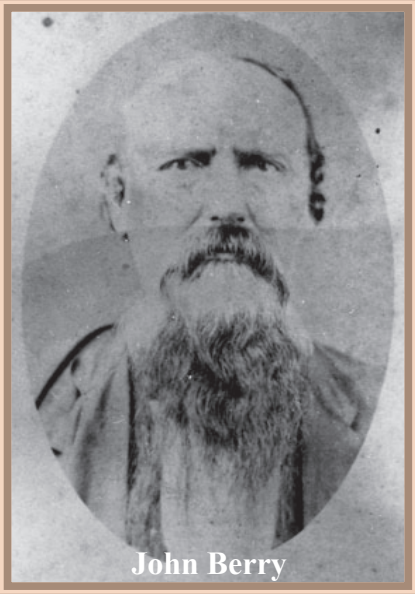
Refunded and Defeased Debt

In September 2023, the County redeemed and defeased $19.3 million of the 2015 Unlimited Tax Road Bonds and $10.1 million of the 2015 Certificate of Obligations. $30 million of debt service was deposited in an escrow account. This amount included $29.4 million in principal and the remainder in interest. The debt defeasance resulted in savings of $9.4 million in interest payments over the next 10 years. There were no refundings in fiscal year 2023. Since 2004, Williamson County has saved more than $103.4 million due to refinancing debt and has defeased a par value of $176.6 million for a savings of $92.8 million.

Voter Approved Bonds

On November 5, 2019, Williamson County voters approved $412 million in road bonds and $35 million in park bonds. Both the road and park bond authorizations have been issued in full.

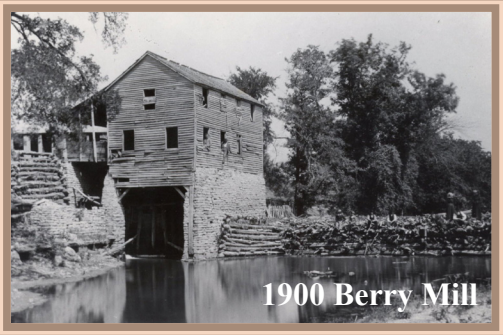
On November 2, 2023, Williamson County voters approved $825 million in road bonds and $59 million in park bonds. The first traunch of road bonds, totaling $160 million, are being issued in April 2024.



John Berry

Wilco Community Stats			
	2023	**2022**	**2021**
Participants Sports Field Usage	104,861	102,758	99,575
Parks Dept Reservations	10,416	7,507	4,196
Rides of Miniature Train	36,459	41,768	39,040

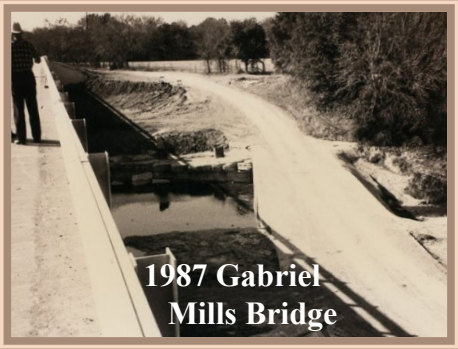
1848 Berry Mill



1900 Berry Mill

MAJOR CAPITAL PROJECTS

1922 Georgetown Road Paving



1987 Gabriel Mills Bridge

Major Capital Projects
Annual Expenditures FY 2023

Project Name		$ M	Type
FM 3349 at US 79 Interchange	$	29.13	Road
Right of Way	$	24.07	Road
RM 2243 Re-Alignment	$	18.20	Road
CR 401/CR 404 Improvements	$	16.43	Road
Westinghouse Road Ph 1	$	9.29	Road
Samsung Highway	$	8.93	Road
Liberty Hill (SH 29) Bypass	$	8.84	Road
CR 366 Widening	$	8.35	Road
CR 404 Realignment	$	8.18	Road
River Ranch County Park	$	7.88	Park

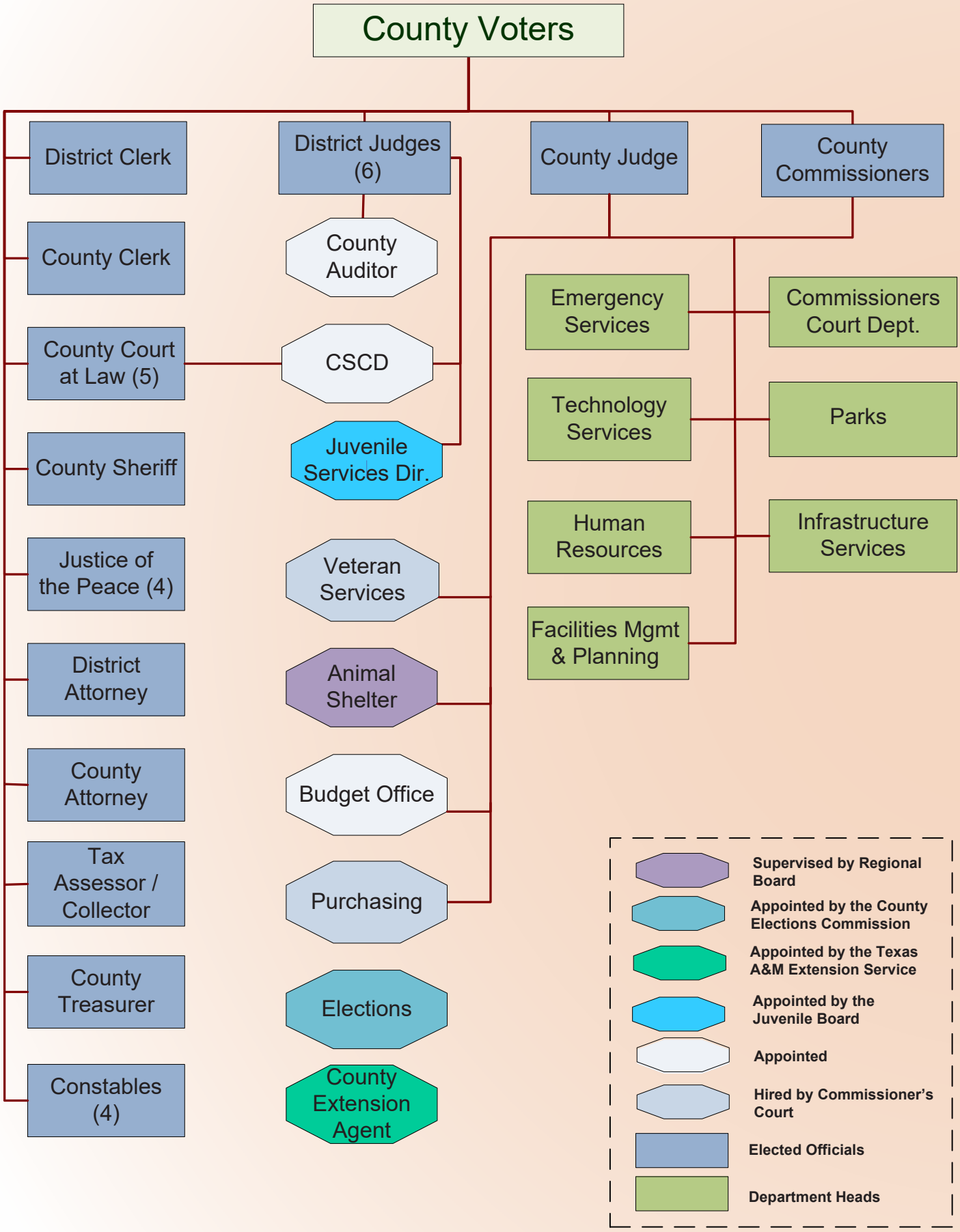
1860 Round Rock

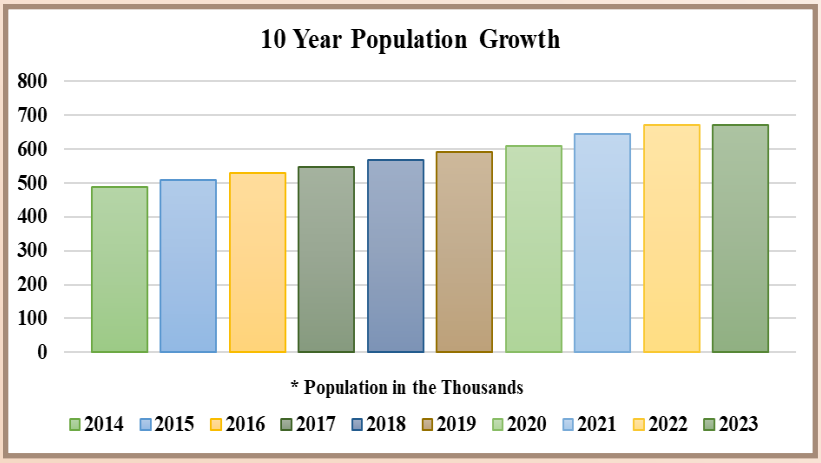
Wilco Transportation Stats

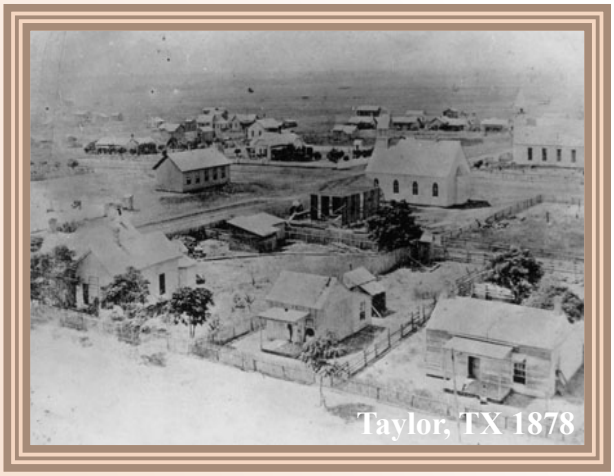
	2023	2022	2021
Roadway Resurfacing (CL Miles)	127	117	133
Asphalt Patches Applied (Tons)	22,614	14,380	18,700
Culvert Replacement & Maintenance	37	30	164
Mowing/Vegetation Control (Miles)	4,091	5,758	5,165
Signage Replacement (Each)	2,006	2,193	2,645

1911 Taylor Road Paving

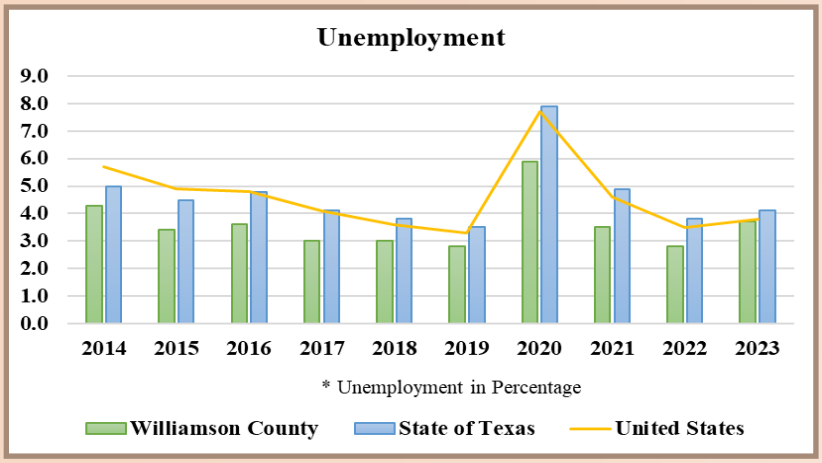
WILLIAMSON COUNTY HIGHLIGHTS

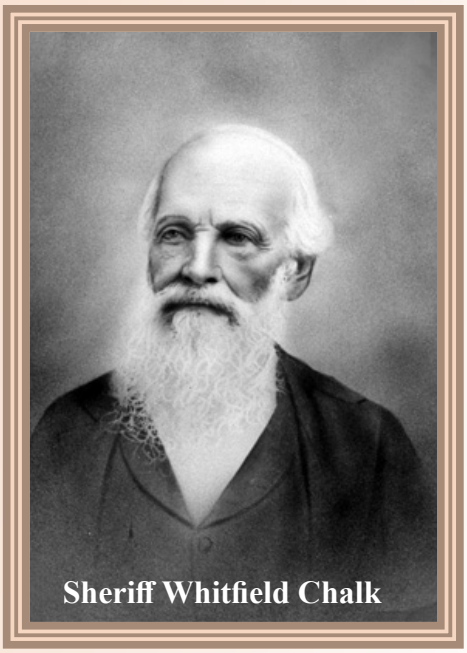




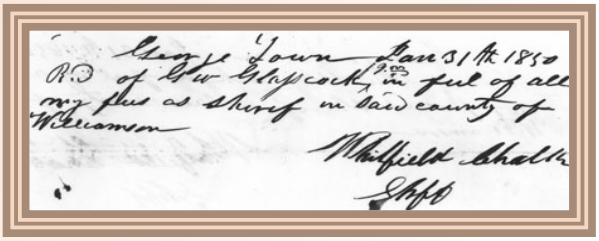


Ranking	Top 10 Taxpayers	Value in $M
1	City of Round Rock	$ 491.09
2	Dell Computer Holdings LP	$ 442.01
3	Apple Inc	$ 325.91
4	BRI 1869 Parmer LLC	$ 316.52
5	Oncor Electric Delivery Company	$ 265.38
6	Citicorp North America	$ 237.97
7	Exxon Mobil Pipeline Co	$ 227.67
8	Atmos Energy/Mid-Tex Distribution	$ 170.85
9	CPG Round Rock LP & SPG Round Rock NS LP	$ 160.95
10	Landing at Round Rock Acquisition LLC	$ 160.01





Ranking	Top 10 Employers	No. of Employees
1	Dell Computer	12,000
2	HEB Grocery	7,200
3	Round Rock ISD	6,341
4	Leander ISD	5,045
5	Georgetown ISD	2,014
6	Williamson County	1,904
7	Apple, Inc	1,408
8	St. David's Round Rock Medical Center	1,300
9	Kalahari Resorts & Conventions	1,200
10	City of Round Rock	1,130



For fiscal year ended September 30, 2022, the Governmental Finance Offices Association of the United States and Canada (GFOA) has given an Award of Outstanding Achievement in Popular Annual Financial Reporting (PAFR) to Williamson County for the 17th consecutive year.

In order to receive an Award of Oustanding Achievement in Popular Annual Financial Reporting, a government unit must publish PAFR whose contents conform to program standards of creativity, presentation, understandability, and reader appeal. We believe our current report continues to conform to the Popular Annual Financial Reporting requirements, and we are submitting the current year report to GFOA.

Government Finance Officers Association

Award for Outstanding Achievement in Popular Annual Financial Reporting

Presented to

Williamson County Texas

For its Annual Financial Report
For the Fiscal Year Ended

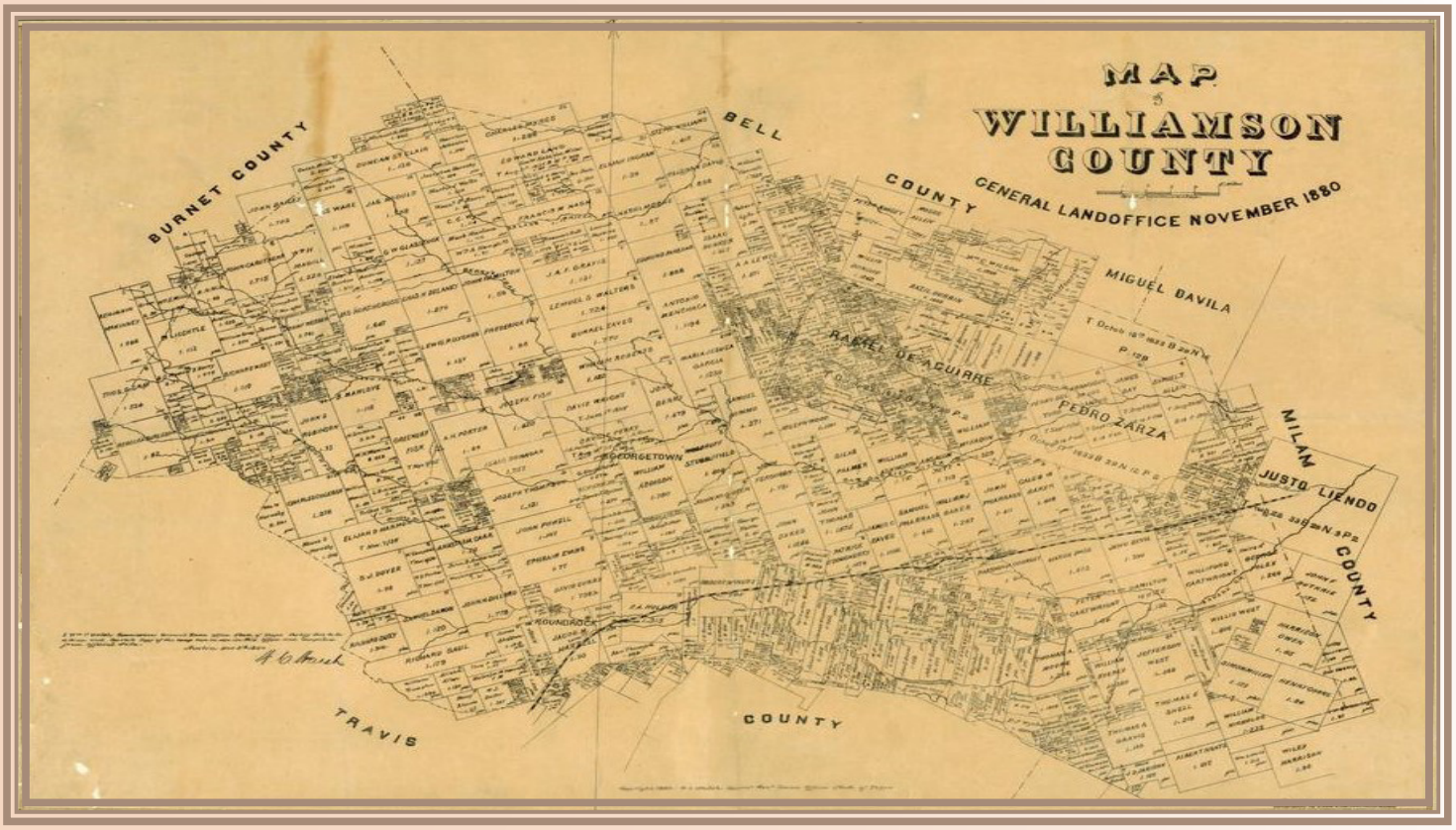
September 30, 2022

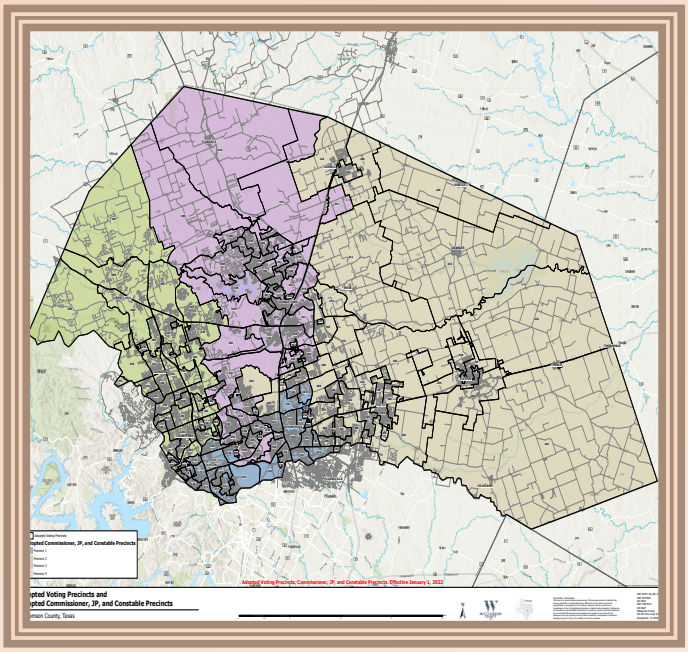
Christopher P. Morrill

Executive Director/CEO

ABOUT WILLIAMSON COUNTY

Established in 1848, Williamson County is centrally located in the State of Texas adjacent to Travis County. Williamson County continues to be one of the top growing areas in the State of Texas and in the country. Williamson County occupies a land area of 1,135 square miles and provides services to an estimated population of 671,418. Williamson County has a mild climate, affordable housing, a low cost of living, and beautiful scenic vistas. County taxes are among the lowest in the state compared to counties of similar size. Unlike most states, Texas does not have a state income tax. These reasons make Williamson County one of the most desirable places to live and work in the United States.





HISTORY OF WILLIAMSON COUNTY COURTHOUSES

Williamson County's First Courthouse (1849-1851)

The first County Court met under a live oak tree at the corner of Ninth and Church Street before moving to the first courthouse in 1849. Originally located just east of the current courthouse, the first courthouse structure was used by the County Court from 1849 until May of 1851. The first courthouse was a log home sixteen-feet square in size and was probably leased by the first County Court. The structure was relocated and used as a private residence sometime after 1860.

Williamson County's Second Courthouse (1851-1857)

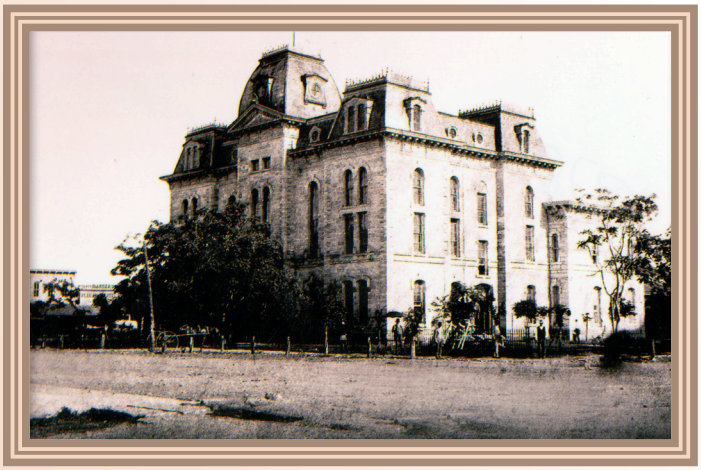
The second courthouse was a fourteen by thirty-foot frame residence originally located at Red and Oak Streets, now named Church and Eighth Streets. The Commissioners Court purchased this former home from William Patterson for $390 in May of 1851. This courthouse was located East of the current Courthouse Square. Cramped conditions and a growing population resulted in the construction of a larger courthouse by 1857.

Williamson County's Third Courthouse (1857-1877)

There is no known photograph of the County's third courthouse, however, based on Police Court minutes, we know that it was a fifty-foot square two-story stone structure with a hipped roof and two feet thick walls. This was the first courthouse constructed on the public square. The price of the construction was not to exceed $5,000. After many contract and legal difficulties, Evan Williams was contracted to complete the structure. On March 30, 1857, the Chief Justice and Commissioners finally accepted this courthouse after seven long years of planning and construction woes. After 20 years, the building was considered unsafe for continued use.

Williamson County's Fourth Courthouse (1878-1910)

In 1877, the Victorian French Second Empire style courthouse was designed by architects Jasper N. Preston and Frederick Ernest Ruffini. During the courthouse boom of the late 1800s, Texans called on famous architects from Europe and the Eastern United States to build expensive and elaborate courthouses. Williamson County led this charge by accepting the design plans of Jasper N. Preston and Frederick E. Ruffini for an elaborate Victorian Courthouse (French Second Empire Style). John Didelot was contracted to build the structure for $27,400 which was completed in less than a year. Williamson County accepted the building on September 2, 1878.



Williamson County's Fifth Courthouse (1911-present)

The current Beaux Arts Classicism style courthouse was designed by Charles H. Page and constructed in 1911 for $120,000. Between 2000-2007, Williamson County restored the courthouse to its original 1911 design. The massive restoration project was completed in December of 2007 at a cost of $9 million. The Texas Historical Commission granted the County the Courthouse Preservation Grant in the amount of $4 million to assist with the restoration project. Key elements of this restoration can be found in the interior and exterior features of the courthouse, many of which were removed or significantly altered in 1966. Some of the most significant exterior features restored include the triangular terra cotta pediments, terra cotta balustrades, and the copper dome. Interior elements that were restored include the terrazzo and wood floors, Commissioner Courtroom, and the District Courtroom where District Attorney Dan Moody successfully prosecuted the Ku Klux Klan in the early 1920's. Moody went on to serve as Governor of Texas for two terms from 1927-1931.

Special thanks to The Williamson Museum for providing the pictures and history of the County.

For futher information on the history of Williamson County, visit The Williamson Museum located at: 716 S Austin Ave, Georgetown, TX 78626

THE WILLIAMSON MUSEUM

EXTRA! EXTRA! READ ALL ABOUT IT!

BY THE LATE 1800S, Georgetown's Square is a bustling community center.

By W.K. MAKEMSON

Since the organization of Williamson County and the location of Georgetown (57 years ago) there have been many changes that a contrast of conditions, then and now, is so great as to almost stagger credulity. At that time there were perhaps not 300 people within the territorial limits of the county.

The Legislative act creating the county became a law March 13, 1848, and the following May Georgetown was located. The town lots were sold July 4 ,1848. An old letter, written two or three days after the lot sale by a man who was present, has recently been found. The writer says the sale had been extensively advertised and people from Fayette, Washington, Bastrop, Travis and Milam counties attended it, that a great crowd was present, certainly as many as 250, possibly 300. At that time there was not a house at this place or within eight miles, except John Berry's on Berry's Creek, and Col. W.C. Dalrymple's, two or three miles lower down on the north side of Gabriel River, now known as the James Towns place, and all the land in cultivation in the county would not have aggregated 250 acres.

John Berry's little corn mill, now known as Gann's Mill, with a grinding capacity of perhaps 15 bushels per day, supplemented by an occasional steel mill operated by hand power for individual family use, furnished the meal for all the bread used by the people of Williamson County and also for many who lived in the west end of Milam County.

A Hunter's Paradise

Game of all kinds was plentiful, especially deer. Incredible as it may now seem, it is nevertheless a fact that in 1847-48 and '49 there were more deer on the prairies in Williamson County than there are cattle today. Hence the meat question was a matter of small concern to the first settlers, for, equipped with a rifle, shot pouch, powder horn and butcher knife, without trouble or loss of much time, they could easily keep themselves abundantly supplied all the time with good, wholesome and fresh meat.

The First Settlers

The men who built the first log cabins and raised the first "white man's smoke" on this frontier seem to have anticipated the hardships and privations in store for them, for it was a rare thing that a man was grumbling and complaining of hard times. Recognizing the inevitable and making the best of everything at hand, they set to work in earnest to make present conditions as conducive as possible to the comfort and convenience of themselves and their families. Almost without exception the first settlers were an unselfish, social, hospitable class of people; and there was always a cordial welcome at every cabin door or camp fire alike for the neighbor, the friend and the stranger. Looking forward to the time when the comforts and luxuries of life could be obtained, the old settler was happy and contented with his present surroundings and satisfied with the actual necessaries which were easily obtained.

For one or two years it is probable that the entire stock of merchandise on hand in the county at one time did not exceed three "road" wagon loads. In the Spring of 1849 the first school house, a log cabin, was put up and for two or three years after there was not a church house in the county. During that time and for several years afterwards the school houses were used by all denominations for "meeting houses."

> SOON AFTER THE TOWN WAS LOCATED, DR. MITCH OWEN, SOMETIMES CALLED "OLD WHANG," SETTLED IN THE FORKS OF THE CREEK AND OPENED UP HIS DOCTOR'S WORKS . . . BY THE APPLICATION OF WHAT HE CALLED HIS FAVORITE REMEDIES — SUCH AS 'GHOST OIL, ROOTS AND YARBS' — WAS VERY SUCCESSFUL.

Courts and Officers

For about four years a small log cabin, perhaps 15 feet square, standing immediately north of the present office of the *Williamson County Sun*, furnished ample courthouse facilities, and a $3 packing trunk answered the purpose of a safety deposit vault in which George Williams, the county clerk, kept the county archives.

A little log jail of one cell only, situated just in the rear of John Humphries present hardware store, was sufficient for the accommodation and confinement of all prisoners in the custody of the sheriff, Whitfield Chalk, and his successors, Allen Stroud and Jacob Harrell, Levi Asher and E. Thomasson, the latter generally known as "Old Gardless," because when electioneering for the office he told the people that if they would elect him, whenever he had papers for anyone he would be "shore to take 'em 'gardles' of consequences," and he generally made good his promise.

The First Doctor

Soon after the town was located, Dr. Mitch Owen, sometimes called "Old Whang," settled in the forks of the creek, where the LeSueur place is now situated, and opened up his doctor's works and by the application of what he called his favorite remedies — such as "ghost oil, roots and yarbs" — was very successful in his practice; and, in the intervals when he was not professionally engaged he amused the crowd at the corners with his droll sayings and laughable anecdotes. He was a great wag, and bubbling over all the time with fun; but, notwithstanding his nonsense and quaint ways, he had many sterling traits of character and, while he was what might be called a "flint lock" doctor, he was one of the most popular and successful physicians that lived in the town.

Horse Races

Horse racing was common in those days and many of the best men in the county engaged in the sport. A year or so after the town was located a race course was established in the valley where the Truehardt and Thomas farms are now situated, and a mile and also a quarter track were constructed. Here people from all the surrounding sections of the country, and in some instances from other states, frequently congregated for several days at a time, bragged on their favorite horses, drank whisky, cursed each other and frequently fought, as evidenced by many a black eye and mashed nose. They bet their money and other stuff lavishly and freely on the speed of their favorite animals, among which were "Shadthy," "Old Smoke," "Button Grey," "Sally Shute," "Grug," "Nonsuch," and "Clean-'em-up." About the first race, as now recollected, that was run on this track was "Shadthy," Sam Mankins' mare, matched against "Old Smoke," Ben Hines' horse. There was an unusually large crowd present. Even Williams turned "Shadthy," and Henry Mankin, then a very small boy, rode her. Old Bill Mussett, an expert jockey, turned "Old Smoke," and Bob Augestine rode him. After much turning, wrangling and excitement the horses were turned loose, but on account of the unfairness practiced by Bill Mussett in starting "Old Smoke" the judges decided the race off, and required the "Old Smoke" crowd to pay Mankins the cost of training his mare.

The Hole in the Ground

About this time the professional card player began to make his advent and soon was much in evidence, especially when district court was in session. On the corner where the First National Bank is now situated, there stood one of the first log cabins in the town, under which was a cellar about eight feet deep. It was known far and wide as the "hole in the ground." This was the favorite resort for the poker player and "seven up man," and down in that hole thousands of dollars were lost and won.

District courts were an attraction in those days and brought here not only many prominent lawyers, but also many others from different sections of the state. Many of them frequented the "hole in the ground," either as participants in the games, or as lookers on. Among the latter was often found the celebrated Jones Rivers. For years this place baffled the efforts of the authorities in their attempts to enforce the laws against gaming.

Some one inculcated the idea among the frequenters and patrons of the place that eight feet under the surface was out of the county, and hence it was no offense to gamble with cards in the cellars. This idea obtained to such an extent that when those who were engaged in the games, and bystanders, also, were brought before the grand jury as witnesses and questioned about gaming they would answer that to their knowledge no gaming had occurred in the county within the past twelve months, and it was with the greatest difficulty an indictment could be obtained for that offense. Finally the District Judge gave imperative instructions to the grand jury that indictments must be returned either for gaming or for perjury. Then another *genius* impressed the idea upon the fraternity that when any one was called before the grand jury to testify about gaming, if, when the foreman administered the oath, the witness would let his hand "drop" just before the words "So help you God" were repeated the oath would not be binding and he would be under no obligation to tell the truth when questioned about gaming. This state of affairs continued giving district attorneys more or less trouble until the Hon. Ed. H. Vontress was elected Judge of the 17th Judicial District which included Williamson County. He very soon exploded all such absurd ideas and gave the gang to understand in unmistakable terms that no such subterfuge could be practiced in his court.

Judge Vontress

At the beginning of the civil war Judge Vontress raised a Confederate company, was elected captain and served in the army until he was killed by lightning in 1864 in Louisiana. Judge Vontress was a splendid character, and was possessed of a strong intellect and fine legal attainments. On the bench he was courteous, fair and impartial and made an admirable

> THE PROFESSIONAL CARD PLAYER BEGAN TO MAKE HIS ADVENT AND SOON WAS MUCH IN EVIDENCE, ESPECIALLY WHEN DISTRICT COURT WAS IN SESSION.

Judge. He was a very remarkable man. Of pleasing address and genial and social nature, he ingratiated himself in the good graces of all who came in contact with him, was popular with all classes, and a friend to every one, and every one his friend. Possessing all the elements of success, it is reasonably certain that had he lived, he would surely have attained a very high degree of eminence.

How Jones Rivers Died

One night during a winter term of the District court and in the midst of a terrible cold norther, while watching a hotly contested game of "seven up" played in "the hole in the ground" by Bute Robinson and Babe Stamper, Jones Rivers contracted a severe cold, resulting in pleurisy, from which he died in two or three days at the old Ake Hotel, recently torn down. When the doctors, Owen ("Old Whang") and Lewis, informed Col. Rivers, that there was no hope for his recovery, and that he had but a very short time to live, some of his legal friends sent for the Rev. Stephen Strickland, then the only resident minister of the gospel in the town, to come at once and administer spiritual consolation to the dying man. When Mr. Strickland reached the hotel he found Col. Rivers very near the end, but he at once recognized his friend and said... "Glad to see you, Parson. They tell me I am about to hand in my checks.'" Mr. Strickland replied: "Col. Rivers, I regret to find you in such condition, but in view of the fact that you realize your fast approaching end you will pardon a friend for suggesting that it might be well for you to give the question of the Great Beyond some serious thought." Rivers responded... "Yes, Parson, I was just thinking of that when you came in, and," continuing, "I have always been a believer in the doctrine of the eternal fitness of things, and am now firmly convinced of its truth, for the Lord is dealing kindly with me, and is tempering the wind to the shorn lamb, for I know of no place on the habitable globe that I could quit with fewer regrets than Georgetown and especially this hotel."

Col. Rivers died a few minutes after the above conversation with Mr. Strickland, and was buried in the old graveyard where a modest little slab with the inscription "Hic Jacet Jones Rivers, Patriot, Statesman and Lawyer," marks his grave. Jones Rivers was one of the remarkable men of Texas. As a lawyer and public speaker, both at the bar and on the hustings, he had few, if any superiors. In politics he was an enthusiastic old-line Whig, and before he came to Texas he had taken a prominent part in many hotly contested Presidential campaigns, and had a national reputation as a great campaign speaker.

Sam Norvell

Not far from the grave of Jones Rivers is the resting place of Sam Norvell, another brave, generous-hearted old Texan, who endured hardships and breasted dangers in contributing his share to the independence of Texas. He was in the Mier Expedition, was captured and drew a *white bean*, and with his comrades suffered the miseries inflicted upon them by that inhuman tyrant, Santa Anna. After his release from imprisonment at Castle Perote, he returned to Texas, married the daughter of an old Texan, and settled in Austin, where he lived until a few years after the organization of Williamson County, when he moved to this county and settled near Florence. In July 1863 he was killed by Mitt Campbell here in Georgetown, in the house then standing on the southwest corner of the square, opposite and just across the street from the Merchants and Farmers Bank. His surviving wife, now Mrs. Suttle, still occupies the farm they settled and improved in Williamson County. Sam Norvell in all the relations of life came up to the full measure of a good man.

—From the May 25, 1905 edition of The Williamson County Sun

Assets**.....**What the County owns (cash, investments, property, equipment, vehicles, etc.)

Bonds**.....**A debt security in which the issuer is obligated to repay the principal and interest at a specified payment date.

Capital Outlay**.....**Funds spent to purchase or construct buildings, machinery and equipments, vehicles, etc.

Expenditures**.....**Acquistion of goods and services intended to create future benefits such as infrastructure improvements.

Fund Balance**.....**Fund equity for government funds which reflects the accumulated excess of revenues and other financing sources over expenditures and other financing uses.

Liabilities**.....**Future spending of revenue as a result of past transactions and other past events.

Net Position**.....**The difference between assets plus deferred outflows of resources and liabilities plus deferred inflows of resources.

Noncurrent Liability**.....**Include items such as bonds, loans, pension contribution, and other obligations due more than one year in the future.

Revenue**.....**Money received by the government through collections of property taxes, fees of offices, charges for services, payment from other governmental entities, donations, and investments earnings.

COUNTY AUDITOR'S OFFICE

County Auditor - *Julie M. Kiley, CPA*

First Assistant County Auditor - *Jalyn Morris, CIA, CFE*

Financial Accounting:

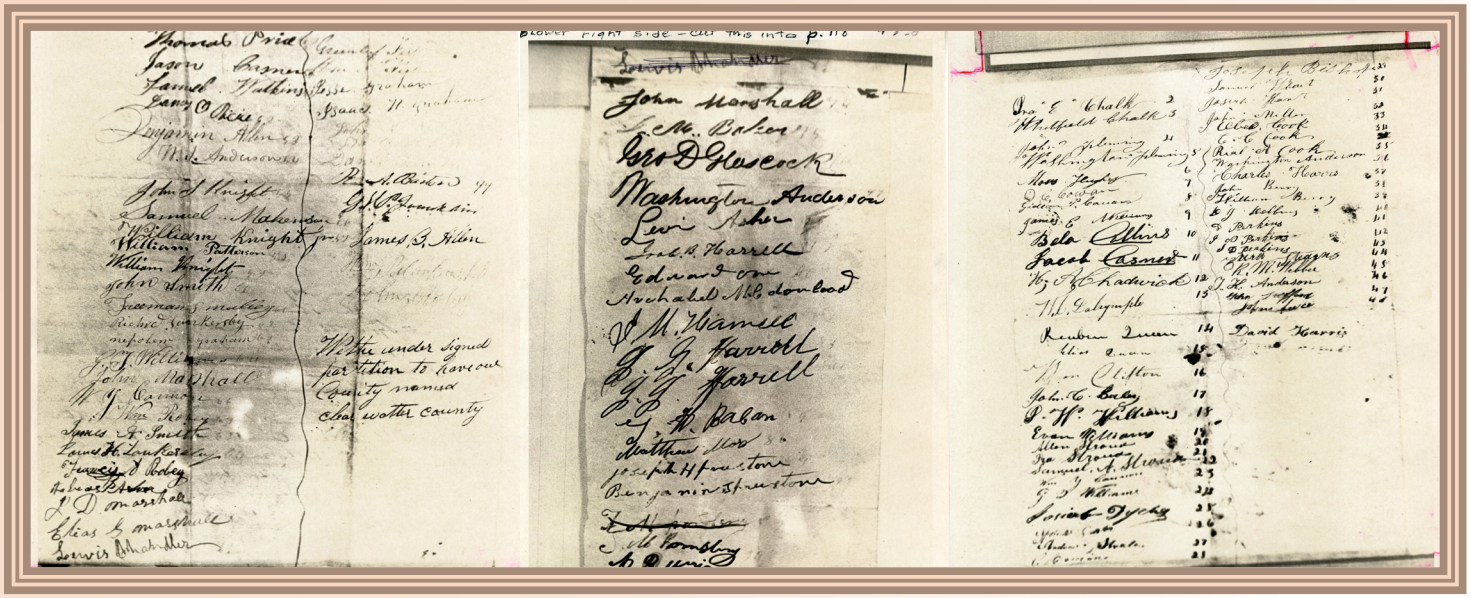
Financial Director - *Ganae Hempe, CPA, CFE*
Assistant Financial Director - *Pam Navarrette*
Senior Accountant - *Cortney Husband*
Accountant II - Andrea Bigon, *Jody Cook, Tomika Lynce, San Juanita Ramos*
Accountant I - *Dominic Johnson, Roxanne Salone*
Accounting Specialist - *Nancy Schiller*

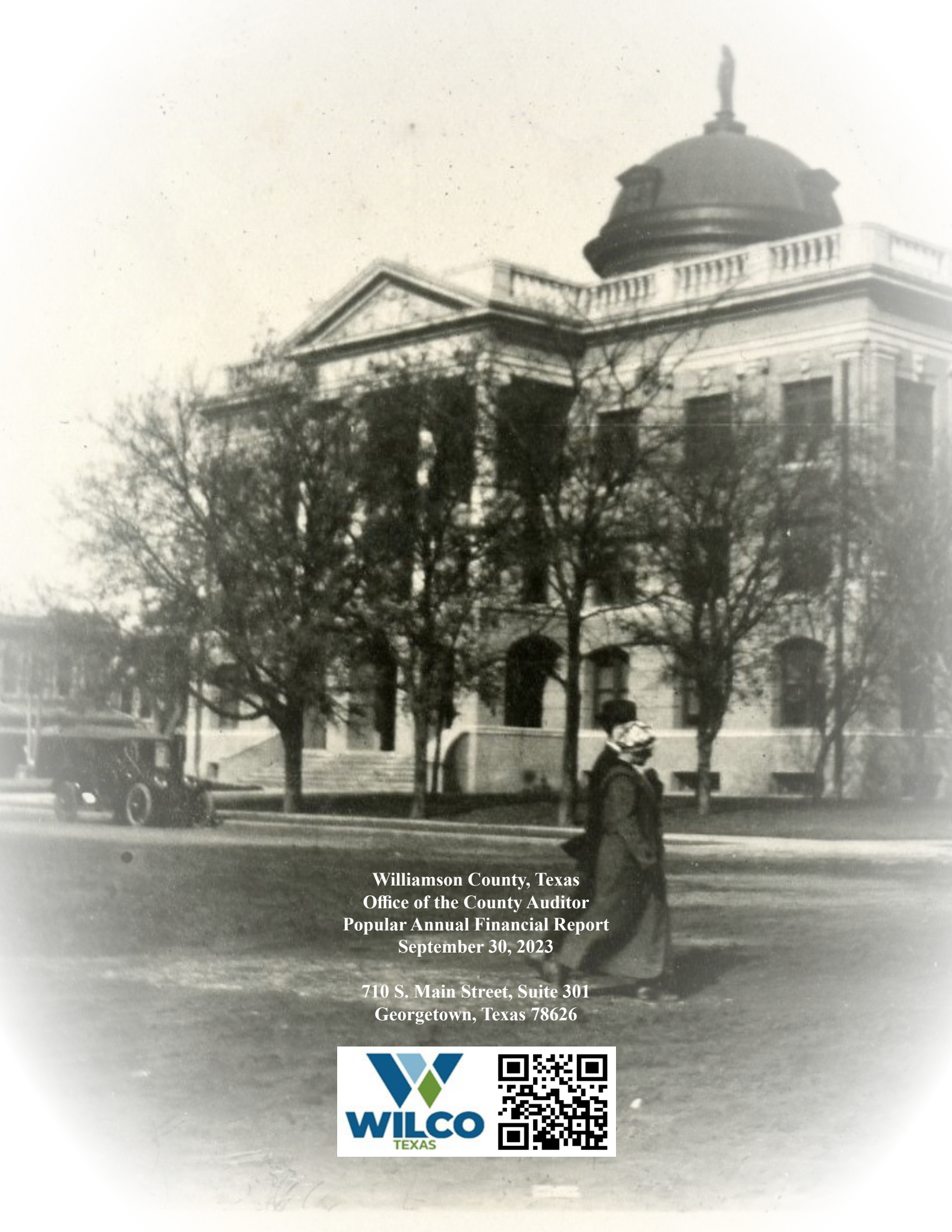
Accounts Payable/Payroll:

Payroll/Operations Manager - *Nathan Zinsmeyer*
Accounts Payable Manager - *Karen Knightstep*
Accounts Payable Lead - *Leticia Gomez*
Accounts Payable Auditor - *Jessica Blair, Lisa Besler, Aron Carrillo, Teri Clough, Maddi Ereckson, Angella Faris*
Accounts Payable Specialist - *Miranda Stubbs*
Payroll Lead - *Diane Ostolaza*
Payroll Specialist - *Arcelia Kent*
Payroll/AP Auditor - *Nicole Alderete*

Internal Audit:

Internal Audit Director - *David Cortright, CIA*
Assistant Internal Audit Director - *Larry Douglas, CFE, CISA, CGAP*
Contract Auditor - *Sara Greer, CGAP*
Senior Internal Auditor - *Michael Hansen, CGAP*
Internal Auditor II - *Shari Champion*
Internal Auditor I - *Bradley Power, Riley Purcell*





Williamson County, Texas
Office of the County Auditor
Popular Annual Financial Report
September 30, 2023

710 S. Main Street, Suite 301
Georgetown, Texas 78626

Commissioners Court - Regular Session **21.**

Meeting Date: 04/23/2024

Salary Study 2.1 - Pretrial Services

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on salary study changes and line item transfer needed for Pretrial Services.

Background

Detail and LIT information is attached. Budget was approved and set aside during the FY24 budget process in 409.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pretrial LIT

Pretrial Salary Study Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	04/11/2024 09:15 AM
County Judge Exec Asst.	Becky Pruitt	04/11/2024 11:41 AM
Form Started By: Kaylan Diederich		Started On: 04/11/2024 08:40 AM
Final Approval Date: 04/11/2024		

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0591	001100	6,479.59	
01	0100	0591	002010	495.69	
01	0100	0591	002020	1,039.97	
01	0100	0409	001100		6,479.59
01	0100	0409	002010		495.69
01	0100	0409	002020		1,039.97

BC	Organization	PCN	Current Position	Current Grade	Current Salary/ Hourly	Current Budget	EEID	New Grade	New Title	New Salary	Increase to Budget	Earliest Oracle Effective Date
591	Wilco Pretrial Services	181	Court Services Specialist	B.19	$41,454.40	$43,570.80	16737	B.21	N/C	$42,348.31	N/C	4/26/2024
591	Wilco Pretrial Services	1211	Court Services Specialist	B.19	$43,129.15	$43,129.16	15666	B.21	N/C	N/C	N/C	4/26/2024
591	Wilco Pretrial Services	1706	Court Services Specialist	B.19	$39,956.80	$39,956.84	16740	B.21	N/C	$42,348.31	$2,391.47	4/26/2024
591	Wilco Pretrial Services	2056	Court Services Specialist	B.19	$41,454.40	$41,454.81	16660	B.21	N/C	$42,348.31	$893.50	4/26/2024
591	Wilco Pretrial Services	9920	PT Court Services Spec	B.19	$19.77	$29,809.87	15931	B.21	N/C	$30,702.88	$893.01	4/26/2024
591	Wilco Pretrial Services	9921	PT Court Services Spec	B.19	$19.19	$28,935.74	16334	B.21	N/C	$30,702.88	$1,767.14	4/26/2024
591	Wilco Pretrial Services	189	Pretrial Specialist	B.20	$48,132.99	$48,132.97	12757	B.21	N/C	N/C	N/C	4/26/2024
591	Wilco Pretrial Services	1212	Pretrial Specialist	B.20	$46,716.80	$46,731.05	16050	B.21	N/C	N/C	N/C	4/26/2024
591	Wilco Pretrial Services	2057	Pretrial Specialist	B.20	$45,280.02	$45,280.02	16110	B.21	N/C	N/C	N/C	4/26/2024
591	Wilco Pretrial Services	182	Pretrial Officer	B.22	VAC	$52,268.43	VAC	B.24	N/C	VAC	N/C	4/26/2024
591	Wilco Pretrial Services	183	Pretrial Officer	B.22	$45,552.00	$45,624.09	16738	B.24	N/C	$49,120.31	$3,496.22	4/26/2024
591	Wilco Pretrial Services	1952	Pretrial Officer	B.22	$57,875.69	$57,875.68	10094	B.24	N/C	N/C	N/C	4/26/2024
591	Wilco Pretrial Services	1953	Pretrial Officer	B.22	$47,374.08	$47,374.86	16503	B.24	N/C	$49,120.31	$1,745.45	4/26/2024
591	Wilco Pretrial Services	1954	Pretrial Officer	B.22	$47,448.71	$47,448.71	13006	B.24	N/C	$49,120.31	$1,671.60	4/26/2024
591	Wilco Pretrial Services	1955	Pretrial Officer	B.22	$48,672.00	$49,570.56	16635	B.24	N/C	$49,120.31	N/C	4/26/2024
591	Wilco Pretrial Services	1959	Pretrial Officer	B.22	$49,356.42	$49,356.44	15327	B.24	N/C	N/C	N/C	4/26/2024
591	Wilco Pretrial Services	1960	Pretrial Officer	B.22	$45,552.00	$47,385.11	16766	B.24	N/C	$49,120.31	$1,735.20	4/26/2024
591	Wilco Pretrial Services	1961	Pretrial Officer	B.22	$48,672.00	$48,672.00	16636	B.24	N/C	$49,120.31	$448.31	4/26/2024

N/C = No change

Commissioners Court - Regular Session **22.**

Meeting Date: 04/23/2024

Justice Courts

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on updating the Strategic Plan in relation to our Justice Courts.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	04/18/2024 04:31 PM
Form Started By: Becky Pruitt		Started On: 04/18/2024 04:27 PM
Final Approval Date: 04/18/2024		

Commissioners Court - Regular Session **23.**

Meeting Date: 04/23/2024

Hutto Condo Purchase

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Real Estate Contract between SGPW, L.P. and Williamson County, Texas (County) for the County's purchases of 321 Ed Schmidt Blvd., Unit 300, Hutto, Texas; and approval of a Commercial Lease Agreement between the County, as Lessor, and Bindya Reddy Dental Services, PLLC, as Lessee, relating to said property.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Real Estate Contract - Hutto 321 Condo #300

Lease Agreement Hutto 321 Condo #300

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/16/2024 03:04 PM
Form Started By: Hal Hawes		Started On: 04/16/2024 09:49 AM
Final Approval Date: 04/16/2024		

REAL ESTATE CONTRACT

321 Ed Schmidt Blvd., Unit 300, Hutto, Texas

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **SGPW, L.P.** (referred to in this Contract as "Seller", whether one or more) and the **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:

> 321 Ed Schmidt Blvd., Unit 300, Hutto, Texas, together with an undivided interest in the appurtenant common elements of HUTTO 321 OFFICE CONDOMINIUMS, a Condominium Regime situated in Hutto, Williamson County, Texas according to a Condominium Declaration recorded in Doc. #2008078084, Official Records of Williamson County, Texas

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 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 and compensation for any improvements on the Property shall be the sum of SEVEN HUNDRED AND FIFTY THOUSAND and 00/100 Dollars ($750,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

ARTICLE III
SELLER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. In addition to other conditions stated herein, 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).

1. Prior to Closing, Seller and Seller's Tenant, Bindya Reddy Dental Services, PLLC shall terminate that certain lease dated January 19, 2016, by and between Seller and Valencia Smiles, PLLC, and later assigned to Bindya Reddy Dental Services, PLLC, and executed by Seller and Bindya Reddy Dental Services, PLLC on March 19, 2018. This termination shall also include any other assumptions, amendments or extensions of said lease or leases known or unknown to Purchaser.

2. Prior to or simultaneously with Closing, Purchaser (or prospective Purchaser) Williamson County shall successfully enter into a new Commercial Lease Agreement with Bindya Reddy Dental Services, PLLC, the form of said lease being attached hereto as Exhibit "A". Williamson County reserves the sole right to amend the terms and conditions of said lease.

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;

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of **Longhorn Title Insurance Company** on or before **May 15, 2024** or at such time, date, and place as Seller and Purchaser may 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 Williamson County, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all 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) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement 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".

(3) Deliver a fully executed copy of a termination and release of that certain lease dated January 19, 2016, by and between Seller and Valencia Smiles, PLLC, and later assigned to Bindya Reddy Dental Services, PLLC, and executed by Seller and Bindya Reddy Dental Services, PLLC

on March 19, 2018; with such termination and release including any other assumptions, amendments or extensions of said lease or leases known or unknown to Purchaser.

(4) Deliver to Purchaser possession of the Property.

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 Property shall be prorated as of the Closing Date and shall be adjusted in cash 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

6.01. 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

7.01. In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth herein 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.

[signature page follows]

SELLER:

SGPW, L.P.
Acting by and through its general partner SGPW Management, LLC

By:_____
Scott Smith (Apr 15, 2024 15:41 CDT)
Scott P. Smith, Managing Partner

Address: 901 Cypress Creek Road
Suite 203
Cedar Park, Texas 78613

Date:_____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date:_____

Exhibit "A"
COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made between **Williamson County, Texas**, a political subdivision of the State of Texas, hereafter called "Lessor", and **Bindya Reddy Dental Services, PLLC**, hereafter called "Lessee".

The parties agree as follows:

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

> That certain commercial condominium unit located at 321 Ed Schmidt Blvd, Unit 300, Hutto, TX 78634, together with an undivided interest in the appurtenant common elements of HUTTO 321 OFFICE CONDOMINIUMS, a Condominium Regime situated in the City of Hutto, Williamson County, Texas, according to the Declaration recorded in Document No. 2008078084, Official Records of Wiliamson County, Texas (the "Leased Premises").

I. TERMS OF LEASE. The term of this Lease shall be a period of one (1) year commencing on _____ ____, 20____ ("Commencement Date") and ending on midnight on _____ ____, 20____ ("Term").

II. RENTAL. Prior to the execution of this Lease, SGPW, LP owned the Leased Premises. Also prior to the execution of this Lease, Lessee executed an Assignment, Assumption and Amendment of Commercial Lease relating to the Leased Premises, being dated effective as of March 19, 2018 and executed by SGPW, LP, Valencia Smiles, PLLC and Bindya Reddy Dental Services, PLLC (the "Assignment") whereby Lessee was assigned that certain Commercial Lease executed by and between SGPW, LP, as Landlord, and Valencia Smiles, PLLC, as Tenant, being executed January 19, 2016 (the "Original Lease"). In accordance with the Assignment, the Lessee was assigned all rights and interests of the original tenant, Valencia Smiles, PLLC, under the Original Lease. Following the Assignment, Lessee and SGPW, LP, as the original landlord, executed a Commercial Lease Amendment to extend the lease term of the Original Lease to January 21, 2028 and to modify the rental rate for the extended term.

Contemporaneously with the Lessor's purchase of the Leased Premises from SGPW, LP, SGPW, LP and Lessee executed a termination agreement for the Original Lease, as amended, whereby said parties agreed to terminate all rights and interests Lessee may have under the Original Lease, as amended, which included any tenancy rights and interests thereunder, any extension rights thereunder, and any right of first refusal to purchase the Leased Premises thereunder. In consideration for Lessee's termination of the rights and interests Lessee may have had under the Original Lease, as amended, which included any tenancy rights and interests thereunder, any extension rights thereunder, and any right of first refusal to purchase the Leased Premises thereunder, Lessor hereby agrees to rent the Leased Premises to Lessee in accordance with the terms of this Lease. Lessor and Lessee hereby agree they will be mutually and equally benefited by the aforementioned rental and consideration and that the terms relating thereto serve as adequate

consideration to each party. Lessee further acknowledges and agrees that the Original Lease shall be of no further force or effect following the effective date of this Lease.

III. MOVING EXPENSES. As further consideration of Lessee's termination of the rights and interests Lessee may have had under the Original Lease, as amended, which included any tenancy rights and interests thereunder, any extension rights thereunder, and any right of first refusal to purchase the Leased Premises thereunder, Lessor hereby agrees to pay $20,000.00 to Lessee to defray a part of Lessee's moving costs associated with Lessee's peaceable surrender of the Leased Premises on or before the last day of the Term of this Lease. The said amount shall be paid by Lessor to Lessee within Ten (10) days after Lessee's peaceable surrender of the Leased Premises pursuant to the terms of this Lease. Lessor shall have no obligation to pay said amount to Lessee if Lessor terminates this Lease pursuant to Section XI. hereinbelow. The parties acknowledge and agree that the payment of said amount shall be in full and final satisfaction of any rights or claims that Lessee may have under the Uniform Relocation Assistance and Real Property Act of 1970, as amended (the "Uniform Act"), or Texas Property Code, Section 21.043 resulting from vacation of the Leased Premises.

IV. SECURITY DEPOSIT. Upon request of the Lessor, Lessee shall deposit with Lessor $1,000.00 as security for faithful performance of the terms of the Lease. The deposit shall be held in a separate account for the benefit of Lessee, and it shall be returned to Lessee, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease.

Lessor may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid utilities; (b) costs of cleaning, deodorizing and repairing the Leased Premises and its contents for which Lessee is responsible; (c) replacing unreturned keys or other security devices; (d) the removal of all unauthorized locks, fixtures, improvements installed by Lessee; (e) packing, removing, and storing abandoned property; (f) costs of reletting, if Lessee is in default; (g) attorney's fees and costs of court incurred in any proceeding against Lessee; and/or (h) other items Lessee is responsible to pay under the terms of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Lessee will pay Lessor the excess amount within Ten (10) days after Lessor makes written demand on Lessee.

V. PERSONAL PROPERTY TAXES. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

VI. UTILITIES. Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises which are not provided by Lessor or billed by Lessor to Lessee. Such utility services shall include but not be limited to electricity, gas, water, wastewater,

telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises not provided by Lessor or billed by Lessor to Lessee. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

VII. INDEMNIFICATION AND INSURANCE.

A. Indemnification of Lessor. **LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE; FROM ANY NEGLECT OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.**

B. Insurance. In order to ensure the fulfillment of the above referenced indemnity provision and protect Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Leased Premises, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, the following insurance:

1. Commercial General Liability Policy in the minimum amount of One Million Dollars ($1,000,000) (combined single limit for bodily injury and property damage) per occurrence with a two million dollar ($2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury;
2. Damages to Rented Premises coverage in the minimum amount of $100,000; and
3. Medical Expenses coverage in the minimum amount of $10,000.

The required insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and **name Lessor as an additional insured**. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates

demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during any term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least One (1) year.

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

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

A. To provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for the express purpose of operating a dental office; to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to remove all of Lessee's property and surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To comply with the Rules and Regulations attached hereto, as well as the Declaration of Condominium Regime for Hutto 321 Office Condominiums recorded in Document No. 2008078084, Official Records of Wiliamson County, Texas.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

D. In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

Exhibit "A"

E. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.** Upon request of Lessor, Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease.

F. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times.

G. Lessee agrees to inform Lessor of items in need of repair that Lessor is obligated to maintain and repair under this Lease. Lessee shall serve Lessor written notice of such matters within Ten (10) days of Lessee's discovery of items in need of repair.

H. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children be allowed to play on, near or about the Leased Premises, injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children**. Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with terms hereof, to be solely liable to such persons who are injured.

I. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations,

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

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

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, Lessor will have the right to render the Leased Premises tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Leased Premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the Leased Premises are not rendered tenantable within that time, Lessor will have the right to terminate this Lease by written notice to Lessee.

C. To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

D. At Lessor's expense, Lessor shall perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system, which are not due to Lessee's negligence and/or failure to keep the heating and air-conditioning and septic or sewer system in good operating condition.

XI. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

A. Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

Exhibit "A"

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

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

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

XII. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

XIII. VOLUNTARY TERMINATION. Lessee may terminate this Lease, without cause, upon giving ten (10) days written notice to Lessor. Upon the termination of this Lease pursuant to this provision, Lessee will surrender the Leased Premises peaceably to the Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

XIV. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

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

event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

XVI. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect any amounts that may be due or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of payment or part of payment required to be made by the Lessee shall not act to waive any other additional payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

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

XVII. LIMITATIONS OF WARRANTIES.

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS

Exhibit "A"

ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

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

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

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

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

Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Fax: (512) 930-3313
Email: facilities@wilco.org

Exhibit "A"

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

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

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

LESSOR: Williamson County Judge
710 South Main, Ste. 101
Georgetown, Texas 78626

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

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

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

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

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

Exhibit "A"

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

XXV. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

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

Signed, sealed, and delivered in our presence as:

LESSOR:

WILLIAMSON COUNTY, TEXAS

By: _____

Exhibit “A”

Printed Name: _____
Representative
Capacity: _____
Date: _____ _____, 20____

LESSEE:

BINDYA REDDY DENTAL SERVICES, PLLC

By: _____
Printed Name: _____
Representative
Capacity: _____
Date: _____ _____, 20____

Address for Notice:

_____
_____
_____, _____ _____

Exhibit "A"

RULES AND REGULATIONS

1. Lessee and Lessee's employees shall not loiter in any common area adjoining the Leased Premises nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Leased Premises. They shall use the same only as passageways to and from their respective work areas.

2. Lessee shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Leased Premises without prior written consent from Lessor. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Leased Premises. Lessee may install window treatment inside the Leased Premises such as vertical blinds if approved by Lessor. Any "window treatment" shall be in a color congruent and consistent with the parts of the Leased Premises. Lessee also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with Lessor's prior written approval.

5. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

Exhibit "A"

6. Lessee shall not use any machinery in the Leased Premises (regardless of whether Lessor approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Leased Premises.

7. Lessor may limit weight, size and position of all safes, fixtures, and other equipment used in the Leased Premises.

8. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other lessees or those having business with them, nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the Lease, Lessee shall have no right to place an antenna on the roof or exterior walls of the Leased Premises. Lessee is not allowed on the roof nor may Lessee place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from Lessor.

10. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided by Lessee for that purpose.

11. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Hazardous chemicals are not permitted on the Leased Premises. Lessee shall cooperate with Lessor and all other lessees so that the common areas adjoining the Leased Premises may be kept in a clean and orderly condition and free of obstructions.

12. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

13. Lessee shall not overburden the parking facilities and shall cooperate with Lessor and other lessees in the use of the parking facilities. Lessor reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among lessees.

14. Lessee shall cooperate with any security regulations issued by Lessor from time to time and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

15. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

Exhibit "A"

17. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein, as well as for the convenience of other occupants and lessees of premises adjoining the Leased Premises. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person; however, Lessor shall not discriminate among lessees when enforcing the rules and regulations. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the space herein leased.

18. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

Real Estate Contract - SGPW - Unit 300 - Hutto 321 Office Condos (041524)

Final Audit Report 2024-04-15

Created:	2024-04-15
By:	Shannon Francis (sfrancis@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaLx8_dtrJ_mKuO8jh4u1uo8zbPB8PpZD

"Real Estate Contract - SGPW - Unit 300 - Hutto 321 Office Condos (041524)" History

Document created by Shannon Francis (sfrancis@wilco.org)
2024-04-15 - 8:37:21 PM GMT- IP address: 173.219.39.210

Document emailed to docscotty123@protonmail.com for signature
2024-04-15 - 8:40:06 PM GMT

Email viewed by docscotty123@protonmail.com
2024-04-15 - 8:40:09 PM GMT- IP address: 194.126.177.7

Signer docscotty123@protonmail.com entered name at signing as Scott Smith
2024-04-15 - 8:41:38 PM GMT- IP address: 104.28.50.146

Document e-signed by Scott Smith (docscotty123@protonmail.com)
Signature Date: 2024-04-15 - 8:41:40 PM GMT - Time Source: server- IP address: 104.28.50.146

Agreement completed.
2024-04-15 - 8:41:40 PM GMT

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COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made between **Williamson County, Texas**, a political subdivision of the State of Texas, hereafter called "Lessor", and **Bindya Reddy Dental Services, PLLC**, hereafter called "Lessee".

The parties agree as follows:

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

> That certain commercial condominium unit located at 321 Ed Schmidt Blvd, Unit 300, Hutto, TX 78634, together with an undivided interest in the appurtenant common elements of HUTTO 321 OFFICE CONDOMINIUMS, a Condominium Regime situated in the City of Hutto, Williamson County, Texas, according to the Declaration recorded in Document No. 2008078084, Official Records of Wiliamson County, Texas (the "Leased Premises").

I. TERMS OF LEASE. The term of this Lease shall be a period of one (1) year commencing on _____ ____, 20____ ("Commencement Date") and ending on midnight on _____ ____, 20____ ("Term").

II. RENTAL. Prior to the execution of this Lease, SGPW, LP owned the Leased Premises. Also prior to the execution of this Lease, Lessee executed an Assignment, Assumption and Amendment of Commercial Lease relating to the Leased Premises, being dated effective as of March 19, 2018 and executed by SGPW, LP, Valencia Smiles, PLLC and Bindya Reddy Dental Services, PLLC (the "Assignment") whereby Lessee was assigned that certain Commercial Lease executed by and between SGPW, LP, as Landlord, and Valencia Smiles, PLLC, as Tenant, being executed January 19, 2016 (the "Original Lease"). In accordance with the Assignment, the Lessee was assigned all rights and interests of the original tenant, Valencia Smiles, PLLC, under the Original Lease. Following the Assignment, Lessee and SGPW, LP, as the original landlord, executed a Commercial Lease Amendment to extend the lease term of the Original Lease to January 21, 2028 and to modify the rental rate for the extended term.

Contemporaneously with the Lessor's purchase of the Leased Premises from SGPW, LP, SGPW, LP and Lessee executed a termination agreement for the Original Lease, as amended, whereby said parties agreed to terminate all rights and interests Lessee may have under the Original Lease, as amended, which included any tenancy rights and interests thereunder, any extension rights thereunder, and any right of first refusal to purchase the Leased Premises thereunder. In consideration for Lessee's termination of the rights and interests Lessee may have had under the Original Lease, as amended, which included any tenancy rights and interests thereunder, any extension rights thereunder, and any right of first refusal to purchase the Leased Premises thereunder, Lessor hereby agrees to rent the Leased Premises to Lessee in accordance with the terms of this Lease. Lessor and Lessee hereby agree they will be mutually and equally benefited by the aforementioned rental and consideration and that the terms relating thereto serve as adequate

consideration to each party. Lessee further acknowledges and agrees that the Original Lease shall be of no further force or effect following the effective date of this Lease.

III. MOVING EXPENSES. As further consideration of Lessee's termination of the rights and interests Lessee may have had under the Original Lease, as amended, which included any tenancy rights and interests thereunder, any extension rights thereunder, and any right of first refusal to purchase the Leased Premises thereunder, Lessor hereby agrees to pay $20,000.00 to Lessee to defray a part of Lessee's moving costs associated with Lessee's peaceable surrender of the Leased Premises on or before the last day of the Term of this Lease. The said amount shall be paid by Lessor to Lessee within Ten (10) days after Lessee's peaceable surrender of the Leased Premises pursuant to the terms of this Lease. Lessor shall have no obligation to pay said amount to Lessee if Lessor terminates this Lease pursuant to Section XI. hereinbelow. The parties acknowledge and agree that the payment of said amount shall be in full and final satisfaction of any rights or claims that Lessee may have under the Uniform Relocation Assistance and Real Property Act of 1970, as amended (the "Uniform Act"), or Texas Property Code, Section 21.043 resulting from vacation of the Leased Premises.

IV. SECURITY DEPOSIT. Upon request of the Lessor, Lessee shall deposit with Lessor $1,000.00 as security for faithful performance of the terms of the Lease. The deposit shall be held in a separate account for the benefit of Lessee, and it shall be returned to Lessee, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease.

Lessor may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid utilities; (b) costs of cleaning, deodorizing and repairing the Leased Premises and its contents for which Lessee is responsible; (c) replacing unreturned keys or other security devices; (d) the removal of all unauthorized locks, fixtures, improvements installed by Lessee; (e) packing, removing, and storing abandoned property; (f) costs of reletting, if Lessee is in default; (g) attorney's fees and costs of court incurred in any proceeding against Lessee; and/or (h) other items Lessee is responsible to pay under the terms of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Lessee will pay Lessor the excess amount within Ten (10) days after Lessor makes written demand on Lessee.

V. PERSONAL PROPERTY TAXES. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

VI. UTILITIES. Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises which are not provided by Lessor or billed by Lessor to Lessee. Such utility services shall include but not be limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and

trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises not provided by Lessor or billed by Lessor to Lessee. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

VII. INDEMNIFICATION AND INSURANCE.

A. Indemnification of Lessor. **LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE; FROM ANY NEGLECT OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.**

B. Insurance. In order to ensure the fulfillment of the above referenced indemnity provision and protect Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Leased Premises, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, the following insurance:

1. Commercial General Liability Policy in the minimum amount of One Million Dollars ($1,000,000) (combined single limit for bodily injury and property damage) per occurrence with a two million dollar ($2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury;
2. Damages to Rented Premises coverage in the minimum amount of $100,000; and
3. Medical Expenses coverage in the minimum amount of $10,000.

The required insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and **name Lessor as an additional insured**. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during any term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least One (1) year.

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

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

A. To provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for the express purpose of operating a dental office; to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to remove all of Lessee's property and surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To comply with the Rules and Regulations attached hereto, as well as the Declaration of Condominium Regime for Hutto 321 Office Condominiums recorded in Document No. 2008078084, Official Records of Wiliamson County, Texas.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

D. In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

E. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the

Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.** Upon request of Lessor, Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease.

F. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times.

G. Lessee agrees to inform Lessor of items in need of repair that Lessor is obligated to maintain and repair under this Lease. Lessee shall serve Lessor written notice of such matters within Ten (10) days of Lessee's discovery of items in need of repair.

H. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children be allowed to play on, near or about the Leased Premises, injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children**. Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with terms hereof, to be solely liable to such persons who are injured.

I. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, state, federal and local accessibility legal requirements, the American's with

Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with such legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred for any required alterations shall be borne solely by Lessee and all alterations shall comply with the terms of this Lease.

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

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, Lessor will have the right to render the Leased Premises tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Leased Premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the Leased Premises are not rendered tenantable within that time, Lessor will have the right to terminate this Lease by written notice to Lessee.

C. To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

D. At Lessor's expense, Lessor shall perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system, which are not due to Lessee's negligence and/or failure to keep the heating and air-conditioning and septic or sewer system in good operating condition.

XI. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

A. Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

C. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or

rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor within Five (5) days after same is sent to Lessee by Lessor; or

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

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

XII. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

XIII. VOLUNTARY TERMINATION. Lessee may terminate this Lease, without cause, upon giving ten (10) days written notice to Lessor. Upon the termination of this Lease pursuant to this provision, Lessee will surrender the Leased Premises peaceably to the Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

XIV. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

XV. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all damages and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

XVI. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect any amounts that may be due or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or

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

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

XVII. LIMITATIONS OF WARRANTIES.

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

THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

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

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

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

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

Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Fax: (512) 930-3313
Email: facilities@wilco.org

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

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

After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

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

LESSOR:	Williamson County Judge 710 South Main, Ste. 101 Georgetown, Texas 78626
LESSEE:	At the address set forth below the Lessee's signature block herein below

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

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

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

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

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

XXV. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

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

Signed, sealed, and delivered in our presence as:

LESSOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Printed Name: _____
Representative
Capacity: _____
Date: _____ _____, 20____

LESSEE:

BINDYA REDDY DENTAL SERVICES, PLLC

By: Bindya Reddy
Printed Name: BINDYA REDDY
Representative
Capacity: OWNER
Date: 04/15, 2024

Address for Notice:
11201 CEZANNE ST
AUSTIN, TX 78726

RULES AND REGULATIONS

1. Lessee and Lessee's employees shall not loiter in any common area adjoining the Leased Premises nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Leased Premises. They shall use the same only as passageways to and from their respective work areas.

2. Lessee shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Leased Premises without prior written consent from Lessor. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Leased Premises. Lessee may install window treatment inside the Leased Premises such as vertical blinds if approved by Lessor. Any "window treatment" shall be in a color congruent and consistent with the parts of the Leased Premises. Lessee also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with Lessor's prior written approval.

5. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. Lessee shall not use any machinery in the Leased Premises (regardless of whether Lessor approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Leased Premises.

7. Lessor may limit weight, size and position of all safes, fixtures, and other equipment used in the Leased Premises.

8. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other lessees or those having business with them, nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the Lease, Lessee shall have no right to place an antenna on the roof or exterior walls of the Leased Premises. Lessee is not allowed on the roof nor may Lessee place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from Lessor.

10. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided by Lessee for that purpose.

11. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Hazardous chemicals are not permitted on the Leased Premises. Lessee shall cooperate with Lessor and all other lessees so that the common areas adjoining the Leased Premises may be kept in a clean and orderly condition and free of obstructions.

12. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

13. Lessee shall not overburden the parking facilities and shall cooperate with Lessor and other lessees in the use of the parking facilities. Lessor reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among lessees.

14. Lessee shall cooperate with any security regulations issued by Lessor from time to time and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

15. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

17. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein, as well as for the convenience of other occupants and lessees of premises adjoining the Leased Premises. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person; however, Lessor shall not discriminate among lessees when enforcing the rules and regulations. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the space herein leased.

18. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

Commissioners Court - Regular Session **24.**

Meeting Date: 04/23/2024

Georgetown Partnership with Williamson County Regional Animal Shelter

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take action on authorizing a Memorandum of Understanding between the City of Georgetown and the Williamson County Regional Animal Shelter Member Governments to add Georgetown as a party to the Williamson County Regional Animal Shelter Interlocal Agreement.

Background

This MOU is the first of two approvals required to add the City of Georgetown to the Williamson County Regional Animal Shelter (WCRAS). The Interlocal Agreement (ILA) will come back for action after all members approve the MOU and Georgetown receives clearance from the Texas Attorney General's Office regarding issuance of their voter approved General Obligation debt. This MOU was approved by the Georgetown City Council on March 12, 2024.

Background:
Williamson County and the Cities of Round Rock, Cedar Park, Hutto and Leander formed the WCRAS in 2006. This regional partnership has allowed effective management of animals county-wide while reducing costs for each partner due to economies of scale. In 2016, the WCRAS members approved its first expansion.

Proposed ILA Revision:
The proposed ILA, attached as Exhibit A to the MOU, will allow Georgetown to join the partnership. The terms include the City of Georgetown wholly funding a $15 million expansion of the WCRAS facility that is expected to provide capacity for all members through 2035. Georgetown will also begin making its pro rata share of O&M payments, approximately 15%, likely slightly lowering Williamson County's annual O&M cost. Georgetown will also pay an additional equity buy-in totaling approximately $2 million over the next 10 years. Finally, Georgetown plans to lease its current animal shelter to WCRAS for use during the construction of the expansion.

Adding Georgetown and the expanded capacity will require no additional funds from Williamson County and provide capacity for future growth.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MOU between COG and WCRAS

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/18/2024 08:07 AM
Form Started By: Misty Valenta		Started On: 04/17/2024 04:36 PM
Final Approval Date: 04/18/2024		

EXHIBIT
"A"

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GEORGETOWN AND THE WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER MEMBER GOVERNMENTS

This Memorandum of Understanding ("MOU") is made by the County of Williamson and the Cities of Cedar Park, Round Rock, Hutto, and Leander (collectively the "Member Governments") and the City of Georgetown ("Georgetown").

RECITALS

WHEREAS, the purpose of this Memorandum of Understanding is to set forth the intention of the Member Governments and Georgetown; and

WHEREAS, Georgetown currently operates an animal shelter within Williamson County; and

WHEREAS, Georgetown's animal shelter performs animal sheltering and control functions substantially similar to the WCRAS (as defined below); and

WHEREAS, Georgetown's animal shelter is regularly at capacity and Georgetown's shelter and operations need to significantly expand in order to meet Georgetown's public need; and

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and

WHEREAS, each of the Member Governments require a regional animal control shelter with the capability of providing animal control services within the Williamson County, Texas, area on a regular basis; and

WHEREAS, pursuant to the Williamson County Regional Animal Shelter Interlocal Agreement, as amended (the "Agreement"), the Member Governments jointly operate the Williamson County Regional Animal Shelter ("WCRAS") for the purpose of providing the public need for animal sheltering and control services within Williamson County; and

WHEREAS, the WCRAS also regularly operates at capacity and needs to expand its facility and operations in order to provide the public need for animal shelter and control services within Williamson County; and

WHEREAS, the Parties share a common interest in designing and expanding a facility to better serve animal sheltering and control needs as described in Texas Health and Safety Code, Chapter 823; and

WHEREAS, the Agreement allows for the Agreement to be further amended to admit a new party, located within Williamson County, as long as the new party agrees to: abide by all of the Agreement's conditions; pay the Equity Buy-in Fee; and be responsible for its share of the M&O expenses; and

WHEREAS, on October 14, 2022, WCRAS voted to proceed with exploring a partnership with Georgetown and formed a working group; and

WHEREAS, on November 22, 2022, the Georgetown City Council directed City staff to continue to explore a partnership with WCRAS, in part, by funding a feasibility study looking at the expansion to the Williamson County-owned WCRAS facility; and

WHEREAS, on March 14, 2023, the Georgetown City Council approved an interlocal agreement with Williamson County, and on March 21, 2023 the Williamson County Commissioners Court approved the same agreement, for design services for WCRAS expansion project; and

WHEREAS, on March 28, 2023, the Williamson County Commissioners Court approved advertising and receiving sealed qualifications for an Architectural and Engineering firm to conduct a feasibility study for the WCRAS Expansion, under RFQ #23RFSQ61; and

WHEREAS, on July 10, 2023, the Williamson County Commissioners Court approved awarding 23RFSQ61, the Williamson County Regional Animal Shelter Expansion Feasibility Study to Quorum Architect, Inc. in an amount of $42,000; and

WHEREAS, the results of the feasibility study indicate that an expansion, inclusive of Georgetown, is feasible, provided Georgetown funds the constructions of at least 106 new dog kennels; and

WHEREAS, the Georgetown City Council was briefed on what a proposed expansion of the regional animal shelter on October 10, 2023 and the governing board for WCRAS was briefed on a possible expansion on October 27, 2023, and there is stated consensus to move forward with a partnership; and

WHEREAS, on November 7, 2023, the residents of the City of Georgetown approved a general obligation bond for the purpose of expanding animal sheltering services for the City of Georgetown; and

WHEREAS, Georgetown has proposed becoming a new party to the Agreement in exchange for the City abiding by all terms of the negotiated agreement attached as Exhibit A (the "Amendment"); and

WHEREAS, the Member Governments have considered and wish to execute the Amendment subject to any revisions required in conjunction with Georgetown's issuance of its general obligation bond to finance the WCRAS expansion; and

NOW THEREFORE, the Member Governments agree to work cooperatively and in accordance with this Memorandum of Understanding to take the steps set forth herein.

ARTICLE I.

The Member Governments and Georgetown agree to execute the Amendment to the Agreement attached once Georgetown receives confirmation it can use its general bond obligation funds to finance the WCRAS expansion. Any material changes to the Amendment must be ratified by each Member Government.

ARTICLE II.
LEGAL EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this ____ day of _____, 2024.

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell Jr., County Judge

Date: _____

CITY OF CEDAR PARK, TEXAS

By:_____
Jim Penniman-Morin, Mayor

Date: _____

CITY OF ROUND ROCK, TEXAS

By:_____
Craig Morgan, Mayor

Date: _____

CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

Date: _____

CITY OF LEANDER, TEXAS

By:_____
Christine DeLisle, Mayor

Date: _____

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

Date: March 12, 2024

EXHIBIT A

SECOND AMENDMENT AND RESTATEMENT
OF THE
WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER AGREEMENT

THIS SECOND AMENDMENT AND RESTATEMENT ("Second Amendment") to expand the membership of the Regional Shelter is made and entered into effective this _____, by and between WILLIAMSON COUNTY; the CITY OF CEDAR PARK; the CITY OF HUTTO; the CITY OF LEANDER; the CITY OF ROUND ROCK (collectively the "Member Governments"); and the CITY OF GEORGETOWN ("Georgetown"); all of which are political subdivisions of the State of Texas ("the Parties").

RECITALS

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, each of the Parties requires a regional animal shelter with the capability of providing animal sheltering services within the Williamson County, Texas, area on a regular basis; and,

WHEREAS, pursuant to the Williamson County Regional Animal Shelter Interlocal Agreement, as amended (the "Agreement"), the Member Governments jointly operate the Williamson County Regional Animal Shelter ("WCRAS") for the purpose of providing the public need for animal sheltering within Williamson County; and,

WHEREAS, the WCRAS also regularly operates at capacity and needs to expand its facility and operations in order to provide the public need for animal shelter and control services within Williamson County; and,

WHEREAS, the Parties share a common interest in designing and expanding a facility to better serve animal sheltering and control needs as described in the Texas Health and Safety Code, Chapter 823; and,

WHEREAS, the WCRAS Interlocal Agreement, as amended, allows for the Agreement to be further amended to admit a new party, located within Williamson County, as long as the new party agrees to: abide by all of the Agreement's conditions; pay the Equity Buy-in Fee; and be responsible for its share of the M&O expenses; and,

WHEREAS, the Parties, by this Second Amendment and Restatement desire to add Georgetown as a new party to the Agreement in exchange for Georgetown abiding by all terms of the Agreement; funding the cost of the WCRAS facility expansion; paying the Equity Buy-in Fee; and being responsible for its share of annual M&O expenses; and,

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NOW, THEREFORE, the Member Governments agree to accept Georgetown as a full member of WCRAS, and in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I.
RECITALS

The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

ARTICLE II.
MISSION OF THE REGIONAL ANIMAL SHELTER

The Mission of the Regional Shelter is to provide humane and cost-effective sheltering, reclaim, and adoption services for domestic animals that are ownerless or have been lost or abandoned.

ARTICLE III.
ORGANIZATION

1. BOARD REPRESENTATION: The business and affairs of the Regional Shelter shall be conducted by a board consisting of one (1) representative from each Party signing this Agreement. Each representative shall be appointed by the governing body of the respective Party, preferably a supervisor of the Police or other public safety department of the governmental agency responsible for dealing with animal control issues.

2. MEETINGS: The time and place of regular meetings of the Board shall be determined by the Board, but the Board shall meet not less than once every three months. The chairperson of the Board may also call a meeting whenever he/she deems it necessary. If the chairperson is unable or unwilling to call a meeting upon request of a representative of one of the Parties, a meeting may be called by any two Parties to this agreement. All meetings shall comply with Chapter 551 of the Texas Government Code, Texas Open Meetings Act.

3. QUORUM: A quorum shall exist for the purpose of conducting the business and affairs of the Board if a majority of the Board members are present at a scheduled meeting. The vote of the majority of a quorum is necessary for the Board to take any action. However, all members must be present for any votes pertaining to the budget, personnel, or amendments to this Agreement.

4. OFFICERS: The Board shall appoint a chairperson, a vice chairperson, and a secretary for a one-year term. Appointments of officers shall be held annually during the first week in October or as soon as possible thereafter.

5. SECRETARY: The secretary shall be responsible for keeping the minutes of all the meetings of the Board and all other official records. The secretary may be a non-member and non-voting.

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ARTICLE IV
BOARD DUTIES AND RESPONSIBILITIES

1. BOARD RESPONSIBILITY: The Board's primary responsibilities shall be the review, oversight, and operation of all aspects of WCRAS shared by all Parties to this Agreement. The Board shall also be responsible for setting goals and objectives, setting policies, and approving procedures for the WCRAS program that further the mission of WCRAS and that are humane, efficient, and cost-effective. The Board will provide general, broad direction to the Director of WCRAS, review the Director's performance, review progress on stated goals and objectives, and adopt procedures to improve the operations of WCRAS as necessary.

   The Board shall produce or cause to be produced a semi-annual (April and October) status report on WCRAS operations. The report will be made available to the Chief Executive Officer of each Party. The report will communicate the current goals and objectives of WCRAS, progress made regarding the stated goals/objectives, budget status, and pertinent operational performance data.

   The Board shall hear and use best efforts to remedy concerns from the Parties regarding operations, facilities, or financial activities. If concerns are not able to be remedied by the Board, the Parties agree that an Executive Committee with one (1) representative per Party may be convened to resolve the concern. If said Executive Committee is unable to resolve a concern satisfactorily to all Parties, any Party reserves the right to withdraw from this Agreement pursuant to the terms stated herein.

   The costs and expenses that are considered to be shared are those incurred for the benefit of all Parties to this Agreement and include, but are not limited to, the following:

   a. Utilities and maintenance of the WCRAS site;
   b. Maintenance and repairs of WCRAS equipment at the WCRAS site;
   c. Staffing expenses;
   d. All other day-to-day expenses of operating and maintaining the WCRAS;
   e. Insurance, including building, content, and personal liability; and,
   f. The Parties are jointly and severally liable for any and all expenses incurred in connection with claims against the Regional Shelter, its personnel, and the Board, in the same proportion as stated in Article VI, Section 2 of this Agreement. No Party may settle any claim or incur any costs to settle any claim against the Shelter without the consent of the other Parties. If any party declines to participate in a settlement of a claim, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated in Section 3 herein.

2. BUDGET APPROVAL: The following matters involving the operation and costs associated with WCRAS are subject to recommendations from the Board and the annual approval from the governmental entities of each Party including all items related thereto:

   a. Operating procedures and policies;
   b. Annual budgets and expenditures, prepared in a line item format;

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c. Acquisition, possession, leasing, encumbrance, and disposal of personal and real property;
d. Facilities improvement and expansion; and
e. Acquisition of major shelter equipment, including computer hardware.

3. BUDGET: The fiscal year for WCRAS will begin on October 1st of each year. Prior to April 1st of each year, the Board shall submit a budget to the respective governmental entities for their approval. The budget must be approved by all Board members. If all Board members cannot approve the budget, then the Executive Committee (as described in Article III, Section 1 above) shall be convened to resolve budgetary concerns. The budget shall be adopted by the Board and forwarded to the respective governmental entities if 80% of the Executive Committee approves the proposed budget. If at least 80% of the representatives of the Executive Committee cannot agree on a proposed budget, then the previous year's budget shall be adopted by the Board and forwarded to the respective governmental entities for approval. Each annual· budget is subject to the approval of the governmental entity of each Party. If any Party declines to approve an annual budget, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated herein but will continue to participate in WCRAS activities and work to resolve the concerns in the interim and continue to comply with all terms and conditions provided herein. After adoption, the Budget may be amended as necessary upon approval of the Board and the governing body of each Party.

4. EXPENDITURES AND REIMBURSEMENT: No expenditures that exceed the annual budget shall be made unless and until said expenditures are approved by the Board as an amendment to the annual budget and approved by each Party. Any emergency expenditure that exceeds the annual approved budget shall be subject to being ratified by the governing body of each Party to this Agreement. No Party may receive reimbursement for an emergency expenditure attributable to said Party unless it receives approval from the governing body of every other Party to the Agreement.

5. BUDGET REVIEW: The Board shall receive a monthly budget status report, detailing revenues and expenditures and comparing them to the adopted budget line items. Upon approval of the Board, the monthly expenses will be apportioned among the Parties as determined herein.

6. PAYMENTS: Payments to Williamson County shall be made within thirty (30) days of receipt of the invoice.

7. ADMINISTRATION: The operation and maintenance of WCRAS facilities and equipment shall be conducted and/or administered by the Board.

8. SHELTER REVENUE: Except as further stated below, all revenues derived from or attributable to the operation of WCRAS will offset costs of operations to the benefit of the Parties.

ARTICLE V
COUNTY AND CITY OF GEORGETOWN RESPONSIBILITIES

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1. SITE ACQUISITION: The County shall be responsible for acquiring and owning the WCRAS and all costs associated with said acquisition.

2. CAPITAL FACILITIES AND EQUIPMENT COSTS: The County agrees to provide financing for WCRAS Capital Facilities and Equipment, except as described in section 6 herein. The costs of the Capital Facilities and Equipment, shall be amortized over the standardized life of said facilities and equipment and incrementally charged to the Parties as part of the monthly Maintenance and Operation Expenses referenced herein. Capital Facilities and Equipment are defined as any facilities or equipment that have a useful life of greater than one year and cost more than $10,000.

3. REGIONAL SHELTER AVAILABILITY TO PARTIES: The County agrees to make WCRAS available to each Party for the term of this Agreement and for the purposes provided herein, so long as that Party is in compliance with this Agreement.

4. SERVICES AND COSTS: The County agrees to provide all financial and support services for all WCRAS operations, including accounting services and insurance. Additionally, the County shall hire the Director of WCRAS and all WCRAS personnel and provide payroll services. However, all these WCRAS personnel costs will be shared by the Parties as provided herein.

5. ACQUISITION OF GOODS AND SERVICES: After Board approval, the County shall contract for all goods and services on behalf of WCRAS.

6. CITY OF GEORGETOWN FUNDED EXPANSION: Georgetown agrees to fund the WCRAS facility expansion financing with proceeds of voter-approved bonds (the "Georgetown Bonds") in an amount not to exceed $15,000,000.00. Any expenditures over and above $15,000,000 shall not be the responsibility of Georgetown or any Member Government unless all parties agree to the expenditure. In compliance with the covenants of the Georgetown Bonds and state and federal law, the Parties hereby agree that (i) the WCRAS facility will provide Georgetown's animal sheltering and control services at least through the maturity date of the Georgetown Bonds, (ii) if there is an early termination of this Agreement not due to a default by Georgetown and Georgetown is unable to utilize the WCRAS facility expansion as contemplated in this Agreement the Parties will provide Georgetown with funds sufficient to defease or redeem the Georgetown Bonds, as applicable (except if termination is due to a force majeure event as defined below), (iii) the proceeds of the Georgetown Bonds may only be expended on the capital costs of the WCRAS facility expansion as approved by Georgetown, (iv) Williamson County, as the manager of the WCRAS facility, will comply with all federal tax law covenants required to maintain the tax-exempt status of the Georgetown Bonds; and (v) Georgetown will receive formal reports on the WCRAS facility operations, financial status, and the public benefits provided to Georgetown.

   The Parties acknowledge that proceeds of the Georgetown Bonds will be used to expand the WCRAS in exchange for the rights provided in this Agreement to Georgetown to utilize the WCRAS in furtherance of its public purpose of providing animal sheltering and control services for Georgetown. The parties agree that the fair market value of Georgetown's use of

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the WCRAS provided by this Agreement during the term hereof is at least reasonably equivalent to the total amount of proceeds of the Georgetown Bonds.

Notwithstanding anything in this Agreement to the contrary, in the event this Agreement is terminated through a default of a party other than Georgetown such that Georgetown is prevented from using the WCRAS in the manner otherwise provided by this Agreement while the Georgetown Bonds are outstanding, Georgetown shall be entitled to receive from such defaulting party or parties an amount sufficient to defease the Georgetown Bonds to their call date, or if the Georgetown Bonds are then callable, an amount sufficient to redeem the Georgetown Bonds on the soonest practical date thereafter.

Force Majeure pertains to the performance of any obligations hereunder if prevented, delayed or hindered by war, riots, insurrection, civil disorder, embargoes, strikes, concealed acts of workmen, casualty, accidents, acts of terror, pandemic/endemic in region as reported by the World Health Organization or the U.S. Center for Disease Control, government regulation, or any other occurrence beyond such party's control, which makes it illegal, impossible, or impractical to perform under this Agreement.

Georgetown has financed a portion of the WCRAS with the proceeds of the Georgetown Bonds issued on a tax-exempt basis. In connection with the issuance of the Georgetown Bonds, Georgetown has given covenants (the "Bond Covenants") to the owners of the Georgetown Bonds that the WCRAS will be used in a manner that assures that the Georgetown Bonds continue to qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the "Code"). The parties agree not to use or permit the use of the WCRAS in a manner which they know or should know would result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Georgetown Bonds under section 103 of the Code. Moreover, in furtherance thereof, if the parties are notified by Georgetown that the Georgetown Bonds have been selected for audit by the Internal Revenue Service, then the parties agree to provide to Georgetown such information in their possession with respect to the WCRAS in order that Georgetown may timely respond to any questions posed to it by the Internal Revenue Service.

The proceeds of the Georgetown Bonds must only be expended on capital costs of expanding the WCRAS on a reimbursement basis in an amount not to exceed $15,000,000.00. Any expenditures over and above $15,000,000 shall not be the responsibility of Georgetown or any Member Government unless all parties agree to the expenditure.

For the avoidance of doubt, the term "Georgetown Bonds" as used in this Agreement shall also include any related refunding bonds to the extent such refunding bonds do not extend the maturity date of the bonds being refunded.

7. CITY OF GEORGETOWN TRANSITION OF SERVICES TO WCRAS:

Georgetown will be responsible for costs associated with transitioning operations to WCRAS, including software conversions, providing access to the current Georgetown animal shelter,

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and transitioning assets from the Georgetown shelter to the WCRAS shelter, including the memory bricks, Catio, and temporary kennel. And

WCRAS will take over animal sheltering operations for Georgetown sixty (60) days after the effective date of this Second Amendment.

In the intervening period between WCRAS taking over the Georgetown shelter operations and the completion of the new facility, WCRAS will have access and use of the current Georgetown Animal Shelter. The expanded facility is estimated to be completed no later than December 31, 2025.

ARTICLE VI
COST SHARING

1. COUNTY RESPONSIBILITY: The County shall participate in the sharing of Maintenance and Operation Expenses as described in 2, below.

2. PARTIES' RESPONSIBILITY: During the first year of operation of the Regional Shelter, all budgeted Maintenance and Operation Expenses (M&O Expenses) of the Regional Shelter shall be shared by the Parties based upon each Party's percentage share of the capital cost for the construction of the Regional Shelter. For all years following the first year of operation of the Regional Shelter, all budgeted M&O Expenses of the Regional Shelter shall be shared by the Parties based upon the ratio of the annual number of animals delivered to the Regional Shelter by each Party in the previous budget year, as compared to the total number of animals delivered to the Regional Shelter by all Parties, in the previous budget year. The Parties shall pay for their respective M&O Expenses and all other financial obligations under this Agreement from current revenue funds.

3. LICENSE AND RECLAMATION FEE REIMBURSEMENT: Each Party shall receive a quarterly reimbursement for all license fees and animal reclamation fees paid by citizens residing within the boundaries of each Party's jurisdiction.

4. CAPITAL COST SHARING: Each Party listed below agrees to pay the below-listed sums as its respective share (the "Respective Share") of the $3,200,000 capital cost for the construction of the Regional Shelter (the "Capital Cost"). The County has agreed to issue Certificates of Obligation to pay for the Capital Cost. The County has further agreed to allow each Party to pay its respective share of the Capital Cost amortized over a 20 year period at 4.3311%, which is the term and interest rate for said Certificates of Obligation. Each city Party agrees that if it elects to withdraw from this Agreement pursuant to Article IX., below, then that city Party will, upon withdrawal, pay to the County a per diem, pro-rated amount of its Amortized Annual Payment while utilizing the Regional Shelter. After the city Party is no longer utilizing the Regional Shelter, said Party shall thereafter no longer be responsible for any further Amortized Annual Payments. The Amortized Annual Payment will be reduced proportionally if the County obtains an interest rate lower than 4.3311%.

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Party	Respective Share	Amortized Annual Payment
Cedar Park	$ 304,000	$ 22,748
Leander	$ 304,000	$ 22,748
Round Rock	$ 960,000	$ 71,835
Hutto	$ 32,000	$ 2,395
County	$1,600,000	$119,725
TOTAL	**$3,200,000**	**$239,451**

The County agrees that if the Total Capital Costs exceed $3.2 million, then the County will owe the balance. No city Party's Respective Share of the Capital Cost will exceed the sums shown above. When each Party's Respective Share of the Capital Cost is extinguished by the amortized payments, the Party's Capital Cost payments shall cease.

5. CITY OF GEORGETOWN EQUITY BUY-IN FEE: As a new member, starting on October 1, 2024, the City of Georgetown will contribute an Equity Buy-in Fee equal to an additional 50 percent of Georgetown's ratio of the annual number of animals delivered to the Regional Shelter by Georgetown in the previous budget year, as compared to the total number of animals delivered to the Regional Shelter by all Parties, in the previous budget year. This equity buy-in fee will decrease by 5 percentage points annually until it reaches zero percent after 10 years.

Year	**M&O Expenses + Equity Buy-in Fee**
1	M&O + 50%
2	M&O + 45%
3	M&O + 40%
4	M&O + 35%
5	M&O + 30%
6	M&O + 25%
7	M&O + 20%
8	M&O + 15%
9	M&O + 10%
10	M&O + 5%

In the intervening time between the execution of this agreement and October 1, 2024, upon the Georgetown's inclusion in the Regional Shelter, the City's Maintenance and Operation Expenses (M&O Expenses) of the Regional Shelter will be pro-rated to fund Georgetown's portion of M&O and will be based upon a $500,000.00 M&O Expense and a $250,000.00 Equity Buy-in Fee.

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6. APPROPRIATIONS: Notwithstanding any provision contained herein, all respective financial obligations of the Parties contained herein are subject to and contingent upon appropriations by the respective governing bodies of the Parties of such funds or other revenues being available, received, and appropriated by their respective governing bodies of the Parties in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the Parties. If at any time during the term of this Agreement, the governing body of a Party fails to provide funding for the financial obligations under this Agreement for the following fiscal year, such Party shall be terminated from this Agreement without further liability other than all M & O Expenses, as stated in Section 2 herein., and the pro-rated Amortized Annual Payment for the year of withdrawal as stated in Section 4 herein., while said Party is utilizing the WCRAS. A Party is utilizing the WCRAS while any animal delivered to the WCRAS by said Party remains under the care of the WCRAS. This termination provision is in addition to other termination provisions set forth in this Agreement.

ARTICLE VII
ACCOUNTING

1. BOOKS: Complete books and accounts shall be maintained by the County on behalf of the Board in accordance with generally accepted accounting principles and standards, including compliance with all applicable statutes and regulations. Financial activities of the WCRAS will be audited annually, using generally accepted auditing standards, by an independent Certified Public Accountant approved by the County in conjunction with the County's annual audit. The audit shall cover the financial activity of the WCRAS for the immediate previous fiscal year which runs from October 1 to September 30.

ARTICLE VIII
DURATION

1. The duration of this Interlocal Agreement shall be extended for an additional twenty (20) years beginning upon execution of the Second Amendment by all Parties.

2. After the expiration of the twenty (20) years after this Second Amendment, Agreement shall renew automatically annually, effective as of the first day of October of each year, under the same terms and conditions of this Agreement.

ARTICLE IX
TERMINATION

1. RIGHT TO WITHDRAW: Except as provided in V.5, any Party to this Agreement which is a city has the right to withdraw from this Agreement by providing written notice which must be received by the other Parties no less than ninety (90) days prior to the beginning of each fiscal year, after satisfying any liabilities of the withdrawing Party as stated herein. The County may

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not withdraw from this Agreement during its term unless all Parties agree to said withdrawal or all Parties are in material default, as stated below.

2. SEPARATE EQUIPMENT: The terminating Party may remove any and all of its own separate equipment unless the removal of the equipment will render the Regional Shelter inoperable. In such case, the Party may not remove the equipment but shall be reimbursed the fair market value of said equipment, as determined by an appraiser chosen by the Parties.

ARTICLE X
MISCELLANEOUS

1. SEVERABILITY: The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in · contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

2. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

3. CHOICE OF LAW: This Agreement shall be performable in Williamson County, Texas.

4. AMENDMENT: This Agreement may be amended by unanimous vote of the Board if said proposed Amendment is approved by the governing body of each Party. The Parties agree to review this Agreement every five (5) years.

5. ASSIGNMENT: Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all the Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

6. NO PERSONAL BENEFIT: No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person, or to assume any other duty other than that imposed by general law.

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7. NOTICE: Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY
c/o COUNTY JUDGE
WILLIAMSON COUNTY
301 S.E. INNER LOOP
GEORGETOWN, TX 78626

CITY OF ROUND ROCK
c/o MAYOR CITY OF ROUND ROCK
221 EAST MAIN STREET
ROUND ROCK, TX 78664

CITY OF LEANDER
c/o MAYOR
CITY OF LEANDER
105 N. BRUSHY STREET
LEANDER, TX 78641

CITY OF HUTTO
c/o MAYOR
CITY OF HUTTO
401 W. FRONT STREET
HUTTO, TX 78634

CITY OF CEDAR PARK
c/o MAYOR
CITY OF CEDAR PARK
600 N. BELL BOULEVARD
CEDAR PARK, TX 78613

CITY OF GEORGETOWN
c/o MAYOR
CITY OF GEORGETOWN
808 MARTIN LUTHER KING JR ST
GEORGETOWN, TX 78626

8. PARAGRAPH HEADINGS: The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

9. ATTORNEY FEES: In any lawsuit concerning this Agreement, the prevailing Party/Parties shall be entitled to recover reasonable attorney's fees from the non-prevailing Party/Parties, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

10. GOVERNMENTAL IMMUNITY: The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

11. COMPLIANCE WITH APPLICABLE LAWS: The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations, and lawful orders of any public authority with jurisdiction. Specifically, nothing in this Agreement is intended to conflict with the City of Georgetown's zoning, franchise, or health and safety authority.

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12. DEFAULT: The Parties agree that if any city Party fails to comply with any material terms of this Agreement, the Board shall provide to the defaulting city Party at least thirty (30) days prior written notice of the occurrence of said default and an opportunity to cure such default within such 30-day period. In the event the defaulting Party fails to cure the default, the Board may terminate said Party from this Agreement. After termination, the defaulting Party shall still be responsible for all M&O Expenses, as stated in Section VI.2., up to the date of termination, and its Respective Share of its Regional Shelter Capital Cost, as stated in Section VI.4. subject to Section VI.5.

Executed and effective this ____ day of _____, 2024.

[Signatures on the following pages.]

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WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell Jr., County Judge

Date: _____

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CITY OF CEDAR PARK, TEXAS

By:_____
Jim Penniman-Morin, Mayor

Date: _____

DRAFT

CITY OF ROUND ROCK, TEXAS

By:_____
Craig Morgan, Mayor

Date: _____

DRAFT

CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

Date: _____

DRAFT

CITY OF LEANDER, TEXAS

By:_____
Christine DeLisle, Mayor

Date: _____

DRAFT

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

Date: _____

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Commissioners Court - Regular Session **25.**

Meeting Date: 04/23/2024

Brushy Creek Trail Extension Along Hairy Man Rd. - RVi - Amendment 1

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Amendment No. 1 for planning, design & engineering services contract between Williamson County and RVi Planning + Landscape Architecture. (P551)

Background

This Amended Contract for planning, design & engineering services is made to compensate RVi for additional services requested by Williamson County. All services shall be complete on, or before 3/31/26.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BCRT-Hairy Man Rd

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/18/2024 08:53 AM
County Judge Exec Asst.	Becky Pruitt	04/18/2024 12:58 PM
Form Started By: Christy Matoska		Started On: 04/18/2024 07:37 AM
Final Approval Date: 04/18/2024		

AMENDMENT NO. ___1___
TO
FIRST AMENDED AND RESTATED
AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

PROJECT: **Brushy Creek Trail Extension Along Hairy Man Rd.** ("Project")

PLANNER/ LANDSCAPE ARCHITECT/ ARCHITECT/ ENGINEER:
RVE, Inc. dba RVI Planning + Landscape Architecture ("A/E")
Peter Dufrene, Associate Principal
1611 W. 5th St., Suite 175
Austin, TX 78703

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

THIS AMENDMENT NO. 1 to **Agreement for Planning, Design and Engineering Services** ("Amendment No. 1 ") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed that certain **First Amended and Restated Agreement for Planning, Design and Engineering Services** ("Agreement") being dated effective **August 31st, 2023**, wherein A/E agreed to perform certain professional planning, design and engineering services in connection with the Project;

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

WHEREAS, the parties wish to amend the Fee Schedule under **Exhibit B** and the Production Schedule under **Exhibit C** of the Agreement to reduce the original scope of work based on the lack of federal grant money**;** and,

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

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

I. **Amendment to Exhibit B – Fee Schedule**

Exhibit B – Fee Schedule of the Agreement shall be amended and supplanted by the attached **Exhibit B** which is incorporated herein by reference.

II. **Amendment to Exhibit C – Production Schedule**

Exhibit C – Production Schedule of the Agreement shall be amended and supplanted by the attached **Exhibit C** which is incorporated herein by reference.

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

All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

A/E:
RVE, Inc. dba RVI Planning + Landscape Architecture

By: Chris Lalich
Signature

Chris Lalich
Printed Name

Vice President of Operations
Title

Date Signed: 04/17/24

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee: **$ 797,469** 100%

29%	**RVi** (Landscape Architect)	**$**	**228,462**
49%	**Pape-Dawson** (Civil)	**$**	**392,680**
9%	**Inland Geodetics** (Surveyor)	**$**	**69,867**
1%	**Bay** (MEP)	**$**	**11,300**
7%	**Cambrian** (Environmental)	**$**	**56,400**
0%	**Jim Rogers** (Parks Consultant)	**$**	**3,000**
4%	**HVJ** (Geotechnical)	**$**	**32,260**
0%	**Altura** (RAS)	**$**	**3,500**

Note: As of the date of this Amended and Restated Professional Services Agreement, **Phases I-IV** have been completed in their entirety while **Phase V** is underway. The Basic Fee includes those fees previously paid to A/E by County under the Original Agreement in the amount of **$300,914.31**.

Phase I +II+III - PRE-DESIGN AND TRAIL ALIGNMENT⚜	**$**	**16,515**
RVi (Landscape Architect)	$	13,905
Pape-Dawson (Civil)	$	2,610
Inland Geodetics (Surveyor)	$	-
Bay (MEP)	$	-
Cambrian (Environmental)	$	-
Jim Rogers (Parks Consultant)	$	-
HVJ (Geotechnical)	$	-
Altura (RAS)	$	-

Phase IV - SCHEMATIC DESIGN⚜	**$**	**147,931**
RVi (Landscape Architect)	$	27,934
Pape-Dawson (Civil)	$	48,430
Inland Geodetics (Surveyor)	$	62,867
Bay (MEP)	$	1,200

Cambrian (Environmental)	$	4,500	
Jim Rogers (Parks Consultant)	$	3,000	
HVJ (Geotechnical)	$	-	
Altura (RAS)	$	-	
Phase V - DESIGN DEVELOPMENT (60%)	**$**	**310,789**	39%
RVi (Landscape Architect)	$	47,959	
Pape-Dawson (Civil)	$	169,270	
Inland Geodetics (Surveyor)	$	7,000	
Bay (MEP)	$	2,400	
Cambrian (Environmental)	$	51,900	
Jim Rogers (Parks Consultant)	$	-	
HVJ (Geotechnical)	$	32,260	
Altura (RAS)	$	-	
Phase VI+VII - REGULATORY REVIEW & CDs (100%)	**$**	**176,234**	22%
RVi (Landscape Architect)	$	45,584	
Pape-Dawson (Civil)	$	122,250	
Inland Geodetics (Surveyor)	$	-	
Bay (MEP)	$	4,900	
Cambrian (Environmental)	$	-	
Jim Rogers (Parks Consultant)	$	-	
HVJ (Geotechnical)	$	-	
Altura (RAS)	$	3,500	
Phase VIII - BIDDING, AWARD, AND EXECUTION	**$**	**26,680**	3%
RVi (Landscape Architect)	$	18,800	
Pape-Dawson (Civil)	$	7,880	
Inland Geodetics (Surveyor)	$	-	
Bay (MEP)	$	-	
Cambrian (Environmental)	$	-	
Jim Rogers (Parks Consultant)	$	-	
HVJ (Geotechnical)	$	-	
Altura (RAS)	$	-	

Phase IX - CONSTRUCTION ADMINISTRATION	**$**	**108,320**	14%
RVi (Landscape Architect)	$	63,280	
Pape-Dawson (Civil)	$	42,240	
Inland Geodetics (Surveyor)	$	-	
Bay (MEP)	$	2,800	
Cambrian (Environmental)	$	-	
Jim Rogers (Parks Consultant)	$	-	
HVJ (Geotechnical)	$	-	
Altura (RAS)	$	-	
Phase X - PROJECT CLOSE-OUT	**$**	**11,000**	1%
RVi (Landscape Architect)	$	11,000	
Pape-Dawson (Civil)	$	-	
Inland Geodetics (Surveyor)	$	-	
Bay (MEP)	$	-	
Cambrian (Environmental)	$	-	
Jim Rogers (Parks Consultant)	$	-	
HVJ (Geotechnical)	$	-	
Altura (RAS)	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Amended Agreement within **Seven Hundred Fifty (750) calendar days** from the date of this Amended Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**09/05/23**
Phase I +II+III - PRE-DESIGN AND TRAIL ALIGNMENT⚜	COMPLETE
Phase IV - SCHEMATIC DESIGN	COMPLETE
Phase V - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	06/12/24
County written authorization to proceed to next phase	07/03/24
Phase VI+VII - REGULATORY REVIEW & CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	10/31/24
Regulatory Clearances Received	11/25/24
County written authorization to proceed to next phase	12/12/24
Phase VIII - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	12/19/24
County advertises project for Bid	01/02/25
Contract Award	02/03/25

Phase IX - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	02/10/25
Construction Substantial Completion	02/06/26

Phase X - PROJECT CLOSE-OUT

Record Documents deliverables	03/09/26

All services shall be complete on, or before: **03/31/26**

Commissioners Court - Regular Session **26.**

Meeting Date: 04/23/2024

Justice of the Peace - Precinct 4 Hutto Remodel

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Amendment No. 1 for design & engineering services agreement between Williamson County and MWM Design Group, Inc. for the Justice of the Peace, Precinct 4 Hutto Remodel. (P548)

Background

This Amended Contract for design & engineering services is made to compensate MWM Design Group, Inc. for additional services requested by Williamson County. All services shall be complete on, or before 5/22/26.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 Buildout - P548

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/18/2024 08:53 AM
County Judge Exec Asst.	Becky Pruitt	04/18/2024 12:59 PM
Form Started By: Christy Matoska		Started On: 04/18/2024 07:51 AM
Final Approval Date: 04/18/2024		

AMENDMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Justice of the Peace, Precinct 4 Hutto Remodel** ("Project")

ARCHITECT/ ENGINEER: **MWM Design Group, Inc.** ("A/E")
W. Owen Harrod, PhD, AIA, Sr. Project Architect
305 E. Huntland Dr., Suite 200
Austin, Texas 78752

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

THIS AMENDMENT NO. 1 to **Agreement for Design and Engineering Services** ("Amendment No. 1") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed that certain **Agreement for Design and Engineering Services** ("Agreement") being dated effective **10/18/2022**, wherein A/E agreed to perform certain professional design and engineering services in connection with the Project;

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

WHEREAS, the parties wish to amend the language relating to **Scope, Price, and Schedule** under **Exhibits A, B, and C** of the Agreement**;** and,

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

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

I. Amendment to Exhibit A

Exhibit A of the Agreement shall amended and supplanted by the attached Exhibit A, which is incorporated herein by reference.

II. Amendment to Exhibit B

Exhibit B of the Agreement shall amended and supplanted by the attached Exhibit B, which is incorporated herein by reference.

III. Amendment to Exhibit C

Exhibit C of the Agreement shall amended and supplanted by the attached Exhibit C, which is incorporated herein by reference.

IV. Terms of Agreement Control and Extent of Amendment No. 1

All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

A/E:
MWM Design Group, Inc.

By: _____
Signature

Tony Buonodono, P.E., PMP
Printed Name

Vice President
Title

Date Signed: 04/16/2024

COUNTY:
Williamson County, Texas

By: _____

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AMENDED AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AMENDED AGREEMENT, THE AMENDED AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Fees provided in Amendment No. 1, A/E shall perform the following amended Scope of Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the

project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Amended Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Amended Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

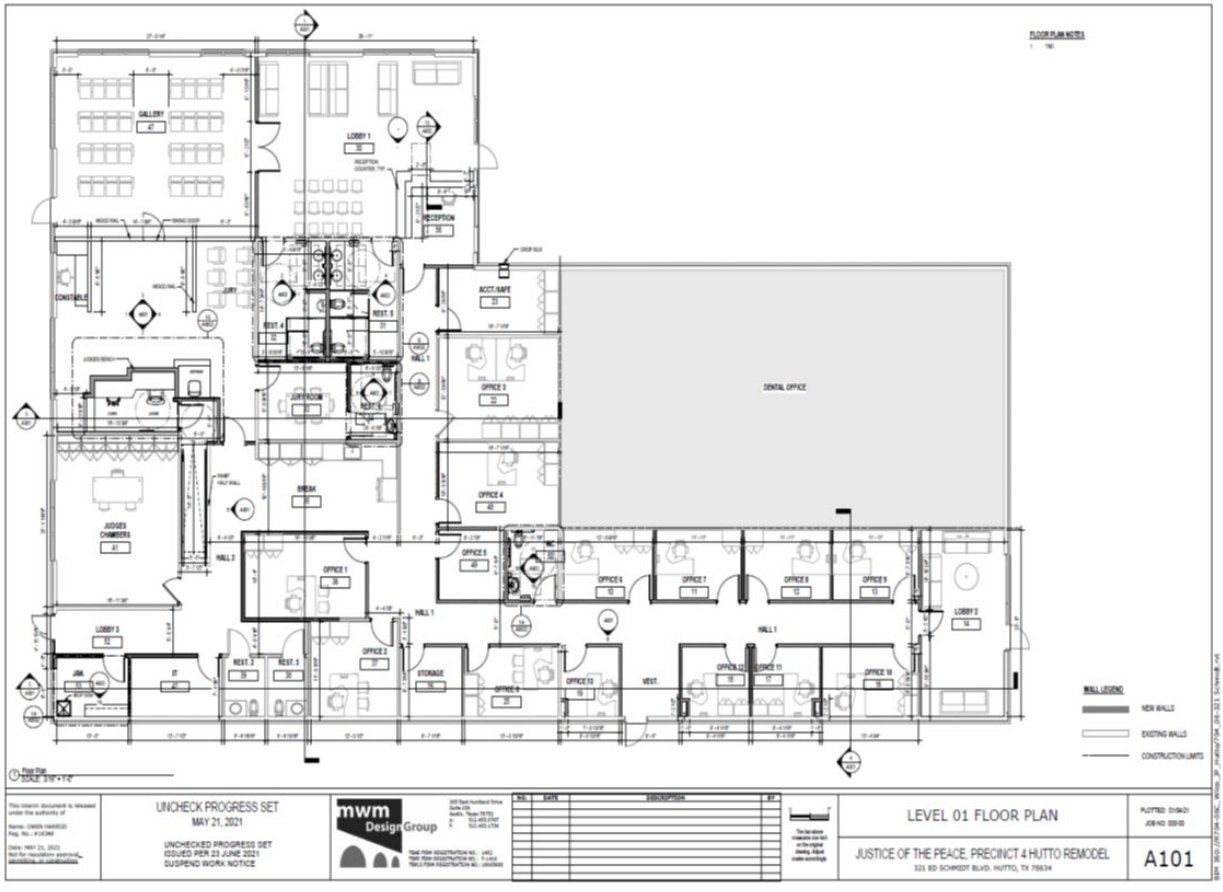
Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Justice of the Peace Court and Administrative Office Build-out
Williamson County, Precinct 4
321 Ed Schmidt Blvd., Hutto, TX 78634
P548

Renovations of the existing, partially finished-out commercial building located at 321 Ed Schmidt Boulevard in Hutto. The project will include the design of approximately 9,100 square feet of office and courtroom space. Project will include envelope integrity and waterproofing improvements in response to a Building Envelope Evaluation Report issued by Engineered Interiors LLC 27 August 2021, and civil engineering and site permitting services. Additional design is needed for area that is incomplete.



Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Provide preliminary materials selection board to County for review with internal departments.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural,

structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Update preliminary materials selection board or provide new for County project records.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.

C. Conduct and oversee pre-construction meeting.

D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

F. Conduct and oversee bi-weekly progress meetings.

G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

L. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

Phases I-III previously accomplished for a fee of **$24,627.93** for partial buliding occupancy. Shall be repeated for the fees indicated below for complete building occupancy.

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$ 231,980**	100%
49%	**MWM (Architect)**	**$ 113,080**	
29%	**Encotech (MEP)**	**$ 66,700**	
13%	**Jose Guerra (Structure & Civil)**	**$ 29,700**	
10%	**Jim Whitten (Roof)**	**$ 22,500**	
Phase I - SCHEMATIC DESIGN		**$ 29,760**	13%
	MWM (Architect)	$ 18,260	
	Encotech (MEP)	$ 11,500	
	Jose Guerra (Structure & Civil)	$ -	
	Jim Whitten (Roof)	$ -	
Phase II - DESIGN DEVELOPMENT		**$ 54,880**	24%
	MWM (Architect)	$ 25,880	
	Encotech (MEP)	$ 14,500	
	Jose Guerra (Structure & Civil)	$ -	
	Jim Whitten (Roof)	$ 14,500	
Phase III - CONSTRUCTION DOCUMENTS		**$ 73,800**	32%
	MWM (Architect)	$ 30,690	
	Encotech (MEP)	$ 21,700	
	Jose Guerra (Structure & Civil)	$ 21,410	
	Jim Whitten (Roof)		

Phase IV - REGULATORY REVIEW AND PERMITS	**$**	**7,790**	3%
MWM (Architect)	$	6,290	
Encotech (MEP)	$	1,500	
Jose Guerra (Structure & Civil)	$	-	
Jim Whitten (Roof)	$	-	
Phase V - BIDDING, AWARD, AND EXECUTION	**$**	**5,590**	2%
MWM (Architect)	$	2,660	
Encotech (MEP)	$	1,500	
Jose Guerra (Structure & Civil)	$	1,430	
Jim Whitten (Roof)	$	-	
Phase VI - CONSTRUCTION ADMINISTRATION	**$**	**51,965**	22%
MWM (Architect)	$	24,565	
Encotech (MEP)	$	14,500	
Jose Guerra (Structure & Civil)	$	4,900	
Jim Whitten (Roof)	$	8,000	
Phase VII - PROJECT CLOSE-OUT	**$**	**8,195**	4%
MWM (Architect)	$	4,735	
Encotech (MEP)	$	1,500	
Jose Guerra (Structure & Civil)	$	1,960	
Jim Whitten (Roof)	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

Phases I-III previously accomplished for a fee of **$24,627.93** for partial buliding occupancy. Shall be repeated for the fees indicated below for complete building occupancy.

A/E agrees to complete the professional design services called for in **Exhibit A** of Amendment No. 1 within **seven hundred fifty-nine (759) calendar days** from the effective date of Amendment No. 1.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and estimated target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Amendment No. 1 Execution Date	**04/23/24**

Phase I - SCHEMATIC DESIGN

Preliminary Scope and Budget analysis deliverables	05/23/24
30% Plans, Specifications and Estimate deliverables	06/20/24
County written authorization to proceed to next phase	07/11/24

Phase II - DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables	08/09/24
County written authorization to proceed to next phase	08/30/24

Phase III - CONSTRUCTION DOCUMENTS

Site Development Plans application submittal to City	11/25/24
Complete Plans, Specifications and Estimate deliverables	10/29/24
County written authorization to proceed to next phase	11/19/24

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County	12/19/24
Plans submittal to TDLR and Permit application submittal to City	12/26/24

Construction Permits received from City	01/24/25

Phase V - BIDDING, AWARD, AND EXECUTION

Permitted Plans and Specifications and Estimate deliverables to County	01/31/25
County advertises project for Bid	02/21/25
Contract Award	03/21/25

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	03/28/25
Construction Substantial Completion	03/27/26

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	04/24/26

All services shall be complete on, or before: **05/22/26**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Commissioners Court - Regular Session **27.**

Meeting Date: 04/23/2024

Approval of Contract for Construction with J.T. Vaughn Construction, LLC for the Jury Room updates for Facilities Management.

Submitted For: Joy Simonton **Submitted By:** Stacian Williams, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Contract for Construction, #2024181, between Williamson County and J.T. Vaughn Construction, LLC, for the Jury Room updates for Facilities Management, in the amount of $ 364,000.00, pursuant to Cooperative Contract Omnia R200107 and authorize execution of the agreement.

Background

This Contract for Construction between Williamson County and J.T. Vaughn Construction, LLC, relates to the Jury Room updates at CJC, located at 405 Martin Luther King Jr St, Georgetown, TX 78626. Detailed Scope of Work is attached. Funding Source is 01.0100.1009.004509. Point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract for Construction

Form 1295 - J.T. Vaughn Construction, LLC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/18/2024 02:19 PM
County Judge Exec Asst.	Becky Pruitt	04/18/2024 02:41 PM
Form Started By: Stacian Williams		Started On: 04/15/2024 04:02 PM
Final Approval Date: 04/18/2024		

CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – OMNIA – Contract Number R200107

PROJECT: **Jury Room Updates** ("Project")

GENERAL CONTRACTOR: **J.T. Vaughn Construction, LLC** ("GC")
Doug Boram, Senior Project Manager
6604 N Lamar
Georgetown, TX 78626

ARCHITECT & ENGINEER: **Williamson County Architect** ("A/E")
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

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

THIS CONTRACT FOR CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

ARTICLE 1
SCOPE OF WORK

County desires to retain a GC for the **Jury Room Updates** (hereinafter called the "Project"). GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with County's requirements and the terms of this Contract (hereinafter collectively referred to as the "Work").

ARTICLE 2
GENERAL PROVISIONS

2.1 Contract Documents.

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced therein, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/ Proposal Documents as defined by the Invitation for Bidders/ Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 Relationship of the Parties.
GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 General Conditions.

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1

County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **one hundred-sixty (160) calendar days** after such Commencement Date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 Liquidated Damages.

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1

Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2

County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3

Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
THE CONTRACT SUM

4.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Three Hundred Sixty-Four Thousand Dollars ($364,000.)**.

4.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

4.3 Owner's Contingency.
County and GC acknowledge the Work has become necessary due to **narrow focus of repairs** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Thirty-Six Thousand, Four Hundred Dollars ($ 36,400.)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

4.3.1
Owner's Contingency is controlled solely by County.

4.3.2
Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

4.3.3
Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

4.3.4
For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Section 6.1** above, plus the Owner's Contingency (set out in **Section 4.3** above), shall serve as the original Contract price.

4.4 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

4.4.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

4.4.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 5
GC REPRESENTATIONS

5.1
In order to induce County to enter into this Contract, GC makes the following representations:

5.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/ Proposal Documents.

5.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

5.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

5.1.5
Based on the information and observations referred to in **Paragraph 5.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

5.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

5.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

5.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.2 Insurance and Bonds.
For all phases of the Project, GC and County shall purchase and maintain insurance, and bonds as set forth below, in the Contract Documents, or as required by law.

5.3
Upon execution of this Contract, GC shall provide performance and payment bonds on forms acceptable to County. The penal sum of the payment and performance bonds shall be equal to the Contract Sum.

5.4
Prior to final payment, GC shall provide County with a Warranty Bond in the sum of **ten percent (10%)** of the Contract Sum for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by County.

5.5
GC shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by County. County's review of the insurance shall not relieve nor decrease the liability of GC. Prior to commencing any Work under this Contract, GC shall provide evidence of the following insurance coverages:

5.5.1
Prior to commencing any construction work, GC shall provide evidence of Builder's Risk coverage as set forth in the Request for Qualifications/ Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County, which coverage shall remain in full force and effect throughout the term of the Project and shall be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage; and

5.5.2
GC shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

5.6
GC shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this Contract or as required in this Contract. If GC fails to obtain, maintain, or renew any insurance required by this Contract, County may obtain insurance coverage directly and recover the cost of that insurance from GC.

5.7
County reserves the right to review the insurance requirements set forth in **this Article** during the effective period of this Contract and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as GC.

5.8
County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by GC failing to purchase and maintain the insurance required by this Contract shall be paid by GC.

5.9
The cost of premiums for any additional insurance coverage desired by GC in excess of that required by this Contract or the Contract Documents shall be borne solely by GC out of its fees and not included as a Direct Construction Cost.

ARTICLE 6
COUNTY'S RESPONSIBILITIES

6.1 Information and Services Required of County.

6.1.1
County will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys. or other special consultants to develop such additional information as may be necessary for the Project. County shall arrange and pay for materials, structural, mechanical, chemical, and other laboratory tests as required by the Contract Documents.

6.1.2
During the Construction Phase, County shall furnish information or services required of County by the Contract Documents with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to GC's performance of the Work with reasonable promptness after receiving GC's written request for such information or services.

6.2 Legal Requirements.
County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet County's needs and interests.

6.3 County's Designated Representative.
County shall identify a representative authorized to act on behalf of County with respect to the Project. County's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of GC. The term "Owner" means County or County's Designated Representative.

6.4 Architect/ Engineer.
County may retain an A/E to provide services, duties and responsibilities as described in the Professional Services Agreement between A/E and County.

ARTICLE 7
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this Contract is as follows:

J.T. Vaughn Construction, LLC.
Doug Boram, Senior Project Manager
6604 N Lamar
Austin, TX 78752

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract

Amendments on behalf of GC.

GC's designated project execution team is as follows:

Project Manager:	**Doug Boram**
Project Superintendent:	**Jason Luce**

The Project Manager and Superintendent shall be assigned full-time to delivery of the Project upon commencement of the Construction phase. County shall have the right to terminate the Amended Contract, with no penalty to County, if the individuals named above are removed from their assignments or are assigned to simultaneous non-related projects without prior written acceptance by County.

ARTICLE 8
NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

GC: J.T. Vaughn Construction, LLC.
10355 Westpark Drive
Houston, TX 77042

Attention: Danny Thompson
Chief Executive Officer

Either party may designate a different address by giving the other party **ten (10) days** written notice.

ARTICLE 9
DISPUTE RESOLUTION, SUSPENSION OR TERMINATION

9.1 Dispute Resolution.
Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

9.2 Suspension.
The Work may be suspended by County as provided in **UGC 14.3**. In such case, the Contract Time shall be increased as provided in **UGC 14.3.2**.

9.3 Termination.
Subject to the provisions of **this Section**, this Contract may be terminated as provided in the UGCs.

9.3.1
If County terminates this Contract, the amount payable to GC pursuant to **UGCs 14.2 and 14.4**.

9.3.2
If GC terminates this Contract, the amount payable to GC under **UGC 14.1.3**.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Meaning of Terms.
Terms in this Contract shall have the same meaning as those in the UGCs.

10.2 No Waiver of Immunity.
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

10.3 Governing Law.
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

10.4 Assignment.
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

10.5 Other Provisions.

10.5.1
GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 11
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

11.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

11.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract #**R200107**; and

5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

11.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract # **R200107**; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

ARTICLE 12
SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
J.T. Vaughn Construction, LLC.

By: _____
Signature

Danny Thompson
Printed Name

Chief Executive Officer
Title

Date Signed: 4/11/2024

COUNTY:
Williamson County, Texas

By: _____
Signature

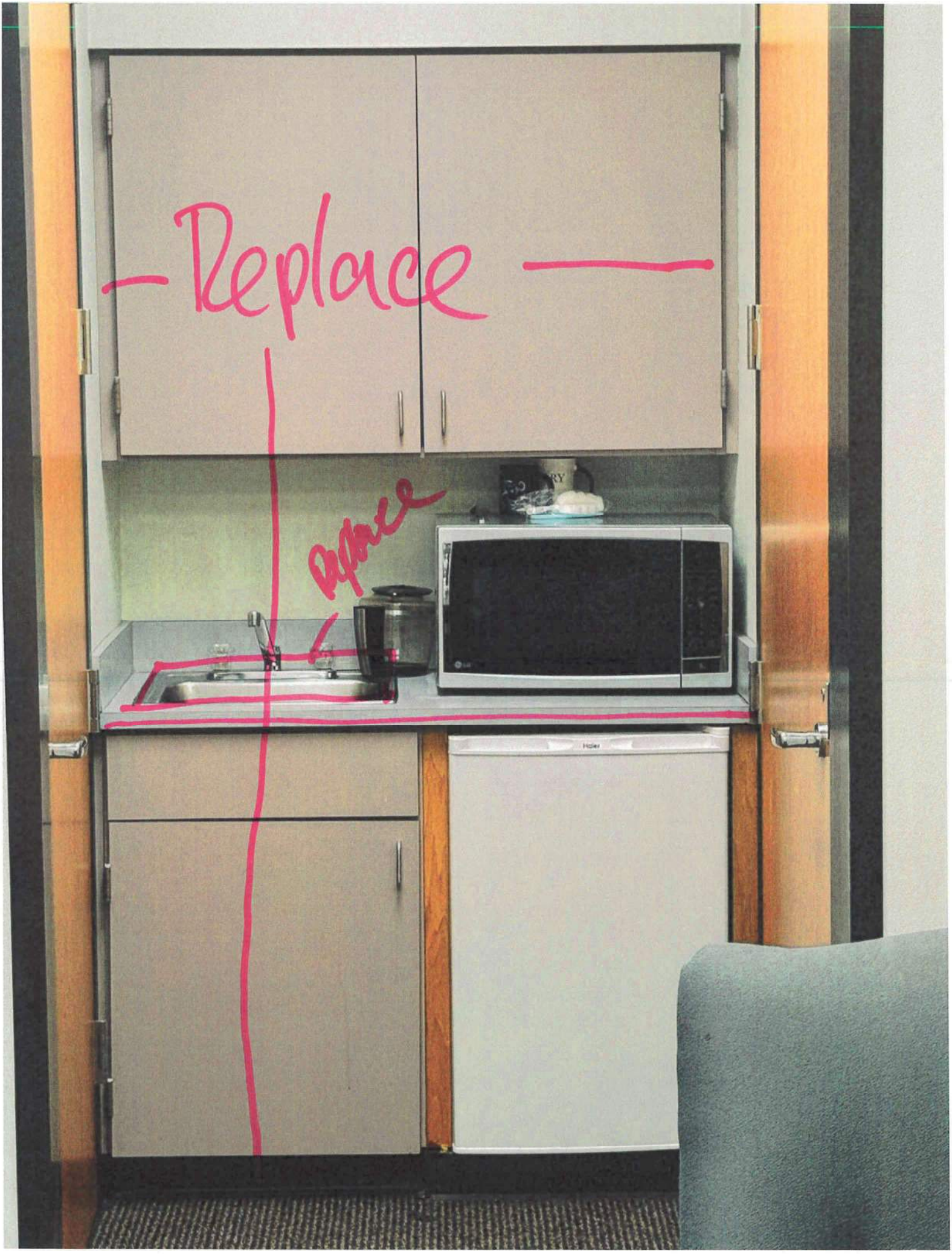
_____
Printed Name

_____
Title

Date Signed: _____

Exhibit A - Drawings, Plans and Specifications
Jury Room Updates - Scope of Work

1. Demolition of existing ceiling.
2. Demolition of existing light fixtures.
3. Demolition of existing millwork.
4. Demolition of existing flooring.
5. Demolition of existing HVAC grilles.
6. Demolition of existing sinks.
7. Haul off and removal of demolished equipment and materials.
8. Installation of new ceiling and ceiling tile.
9. Installation of new light fixtures.
10. Installation of new millwork.
11. Installation of new flooring.
12. Installation of new paint.
13. Installation of new HVAC grilles.
14. Installation of new sinks at the new millwork.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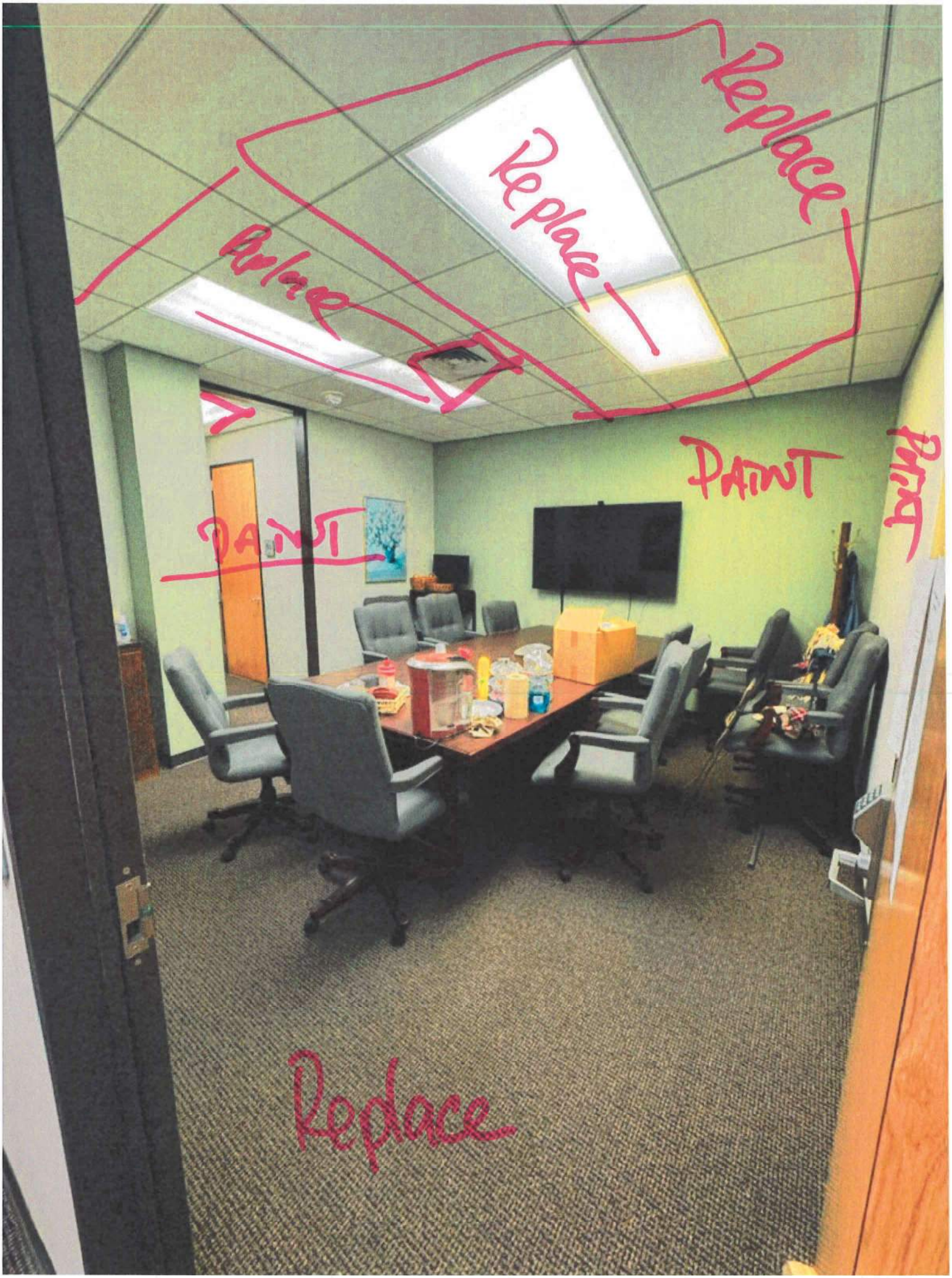
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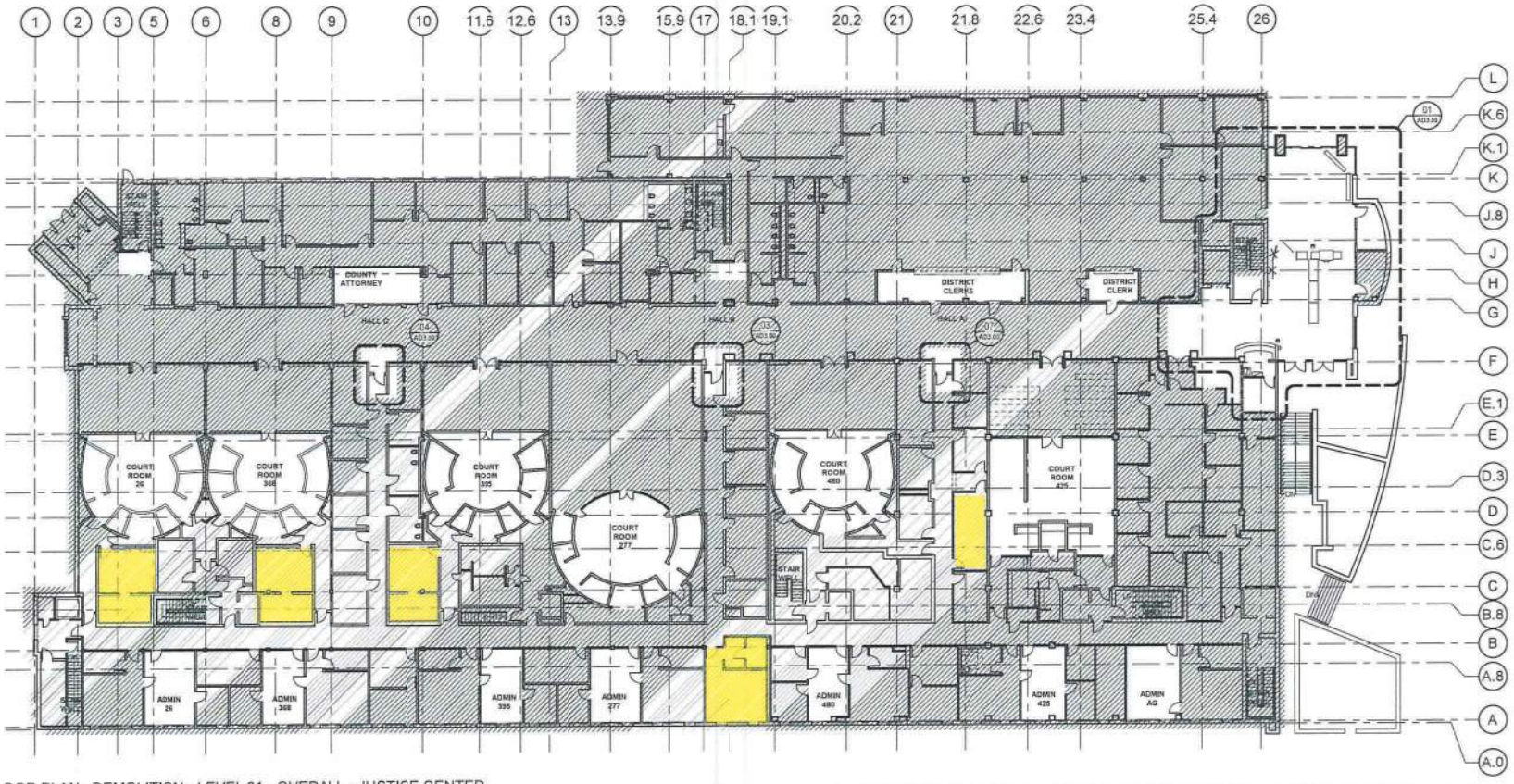
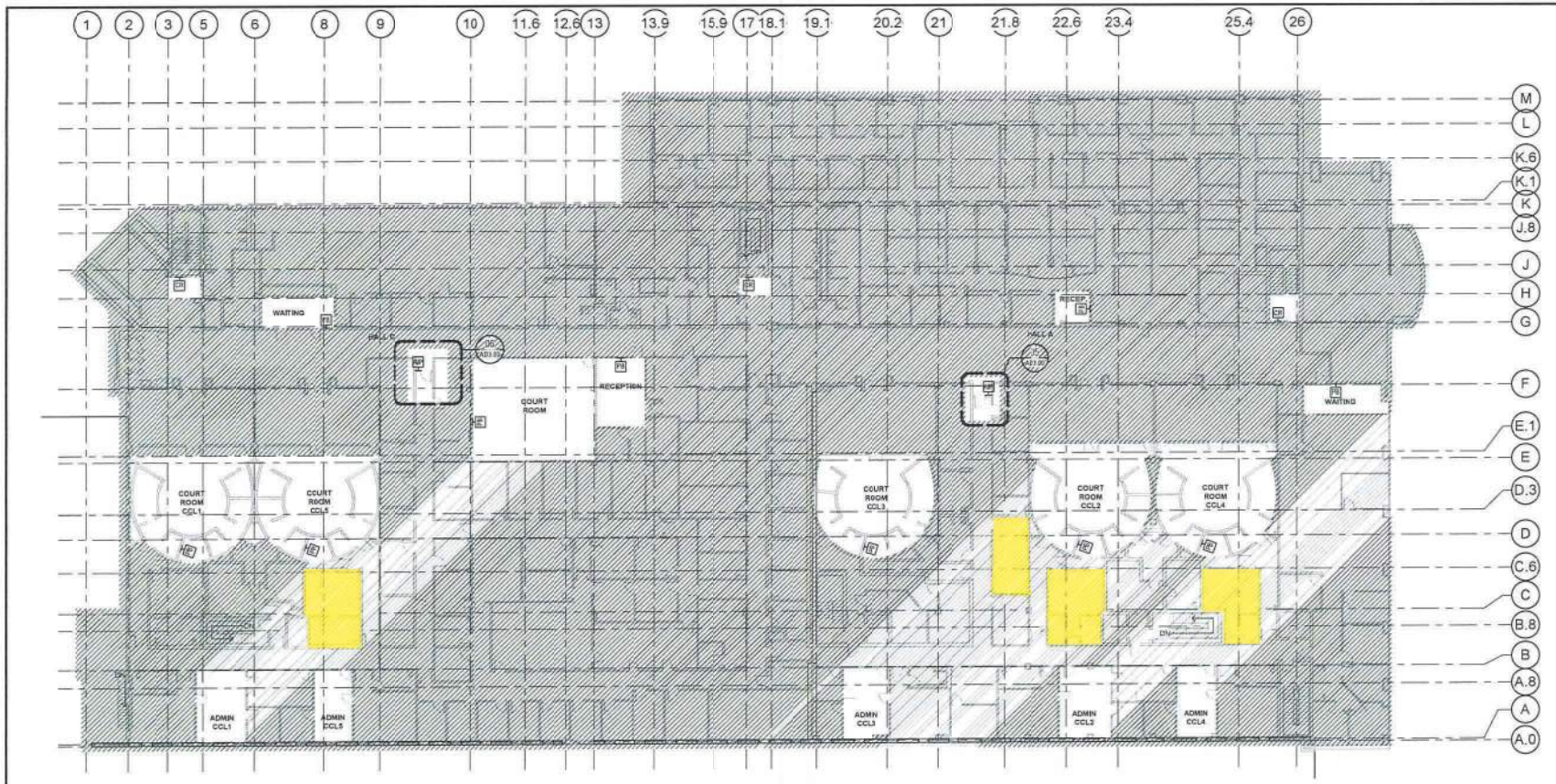


01 FLOOR PLAN - DEMOLITION - LEVEL 01 - OVERALL - JUSTICE CENTER

1/16" = 1'-0"



01 FLOOR PLAN - DEMOLITION - LEVEL 02 - JUSTICE CENTER
1/16" = 1'-0"

SECTION 09 68 13

TILE CARPETING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Carpet tile.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site

1.3 ACTION SUBMITTALS

A. Product data.

B. Shop Drawings: For carpet tile installation.

C. Samples: Manufacturer's standard color sheets, showing full range of available colors for each type of carpet tile.

1.4 INFORMATIONAL SUBMITTALS

A. Product test reports.

B. Sample warranties.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.6 WARRANTY

A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.

1. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CARPET TILE

A. Carpet material: 100% nylon, manufacturer’s standard backing, 3-year delamination and tuftbind failure warranty, Class I rated.

B. Labeling: All production of certified qualities of carpeting shall be back printed for identification. The imprint must carry the identification of the quality both by name or code number(s), the Federally Registered Certification mark assigned to the manufacturer as well as the shield with the letters of the testing agency used to indicate that the carpet is certified under the program which is validated. The following testing agencies are acceptable for the certification of carpets: ALI-Associated Laboratories, Inc., MEA-Metallurgical Engineers of Atlanta, Inc., and ETL-Electrical Testing Laboratories, Inc., furnish test results.

C. Carpet Products: Subject to compliance with requirements, use the following or approved equal. Provide carpet products complying with the following:

1. Manufacturer: Patcraft
   a. Product Style: Skill I0461
   b. Color: 00505 Finesse
   c. Construction: Multi-Level Pattern Loop
   d. Fiber: Solution Q Nylon
   e. Dye Method: 100% Solution Dyed
   f. Primary Backing: Non-Woven Synthetic
   g. Secondary Backing: Worx Tile
   h. Protective Treatment: SSP Shaw Soil Protection
   i. Size: 24 inches x 24 inches
   j. Gauge: 1/10 inch
   k. Stitches: 9 per inch
   l. Finished Pile Thickness: 0.08 inches
   m. Average Density: 6300 oz/CY
   n. Total Thickness: 0.249 inches
   o. Tufted Weight: 14 oz/SY

2.2 INSTALLATION ACCESSORIES

A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended in writing by carpet tile manufacturer.

B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive types to suit products and subfloor conditions indicated, that comply with flammability requirements for installed carpet tile, and that are recommended in writing by carpet tile manufacturer for releasable installation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance.

B. Examine carpet tile for type, color, pattern, and potential defects.

C. Concrete Slabs: Verify that finishes comply with requirements specified in Section 033000 "Cast-in-Place Concrete" and that surfaces are free of cracks, ridges, depressions, scale, and foreign deposits.

1. Moisture Testing: Perform tests so that each test area does not exceed 1000 sq. ft**.** and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.

a. Relative Humidity Test: Using in situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.

b. Perform additional moisture tests recommended in writing by adhesive and carpet tile manufacturers. Proceed with installation only after substrates pass testing.

D. Wood Subfloors: Verify the following:

1. Underlayment over subfloor complies with requirements specified in Section 061600 "Sheathing."

2. Underlayment surface is free of irregularities and substances that may interfere with adhesive bond or show through surface.

3.2 PREPARATION

A. General: Comply with CRI 104 and with carpet tile manufacturer's written installation instructions for preparing substrates.

B. Use trowelable leveling and patching compounds, in accordance with manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch wide or wider, and protrusions more than 1/32 inch unless more stringent requirements are required by manufacturer's written instructions.

C. Concrete Substrates: Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by adhesive and carpet tile manufacturers.

D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.3 INSTALLATION

A. General: Comply with CRI 104, Section 10, "Carpet Tile," and with carpet tile manufacturer's written installation instructions.

B. Installation Method: As recommended in writing by carpet tile manufacturer.

C. Maintain dye-lot integrity. Do not mix dye lots in same area.

D. Maintain pile-direction patterns recommended in writing by carpet tile manufacturer.

E. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended in writing by carpet tile manufacturer.

F. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet tile as marked on subfloor. Use nonpermanent, nonstaining marking device.

H. Install pattern parallel to walls and borders.

3.4 CLEANING AND PROTECTION

A. Perform the following operations immediately after installing carpet tile:

1. Remove excess adhesive and other surface blemishes using cleaner recommended by carpet tile manufacturer.

2. Remove yarns that protrude from carpet tile surface.

3. Vacuum carpet tile using commercial machine with face-beater element.

B. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION 096813

ULTIMA®
ULTIMA® High NRC

Tegular
fine texture

TOTAL ACOUSTICS®
Sound Absorption (NRC)
+ Sound Blocking (CAC)

SUSTAIN®
High Performance
Sustainable
Ceiling Systems

Ultima® Beveled Tegular panels with Silhouette® 1/4" reveal 9/16" suspension system

CAD/Revit® drawings at:
armstrongceilings.com/cadrevit

DESIGNFlex®
A New World of Choice
for Ceiling Systems

plus capabilities to do more

armstrongceilings.com/capabilities
See more photos at:
armstrongceilings.com/photogallery

Smooth-texture panels that are washable, impact- and scratch-resistant with a non-directional visual. Offer both Sustain® and Total Acoustics® panel performance for flexible spaces.

KEY SELECTION ATTRIBUTES

- DesignFlex® options include shapes and made-to-order sizes available to ship in 3 weeks
- Get total noise control and floor plan versatility with Total Acoustics® ceiling panels: NRC + CAC = Total Acoustics performance
- Ultima® panels are part of the Sustain® portfolio, and meet the most stringent industry sustainability compliance standards today

new
- High sound absorption options available up to 0.85 NRC
- CleanAssure™ family of products – includes disinfectable panels, suspension systems, and trim
- Mold- and mildew-resistant surface
- Smooth, clean, durable finish – Washable, Impact-resistant, Scratch-resistant, Soil-resistant
- Ceiling-2-Ceiling™ Post-consumer Recycled Content options: items 1911HRC, 1912HRC, 1914HRC, 1915HRC, 71% Pre-consumer; 15% Post-consumer
- USDA-Certified Biobased Product – 95%
- Available with AirGuard™ coating
- Item 1912 available with Create!™ printed images and patterns
- Non-directional visual reduces scrap and installation time
- Compatible with the TechZone® Ceiling Systems
- 30-Year Limited System Warranty against visible sag (excludes items 1905 and 1929), mold, and mildew
- 10-Year replacement panel available for items 1911, 1912, 1914, 1915

10-YEAR REPLACEMENT PANEL AVAILABILITY

- Available with factory-cut holes for USAI® trimless downlight fixture integration.

TYPICAL APPLICATIONS

- Offices – closed spaces for privacy and confidentiality; open spaces for focus, collaboration, and teaming
- Healthcare – assists in addressing HIPAA, HCAHPS, and FGI acoustical requirements
- Classrooms
- Corridors
- Lobbies/reception areas
- Department stores/retail

COLOR

White
(WH)

DETAILS (Other Suspension Systems compatible. Refer to listing on next page.)

1. Ultima® Beveled Tegular
2. Ultima® with Suprafine® 9/16" suspension system
3. Ultima® with Silhouette® XL® 9/16" suspension system with 1/4" reveal

TechLine 877 276-7876
armstrongceilings.com/ultima

Armstrong® World Industries

ULTIMA®
ULTIMA® High NRC

Tegular
fine texture

CLOSED LOOP RECYCLED CONTENT CEILING-2-CEILING

USDA CERTIFIED BIOBASED PRODUCT PRODUCT 95%

Declare.

SUSTAIN® High Performance Sustainable Ceiling Systems

GREENGUARD Gold Certified (details below)

LEED® WELL™ | LBC

UP TO 87% RECYCLED CONTENT

Calculate sustainability with Green Genie™ armstrongceilings.com/greengenie

energy management; construction waste mgmt; regional materials; design for flexibility; EPD; recyclable/ extended producer resp.; biobased materials; recycled content; sourcing of raw materials; material ingredient reporting; low emitting/ materials; lighting quality; acoustics

▲ LOCATION DEPENDENT

VISUAL SELECTION

PERFORMANCE SELECTION
Dots represent high level of performance. $$$$

armstrongceilings.com/suspdwgs	Susp. Dwg.		Item No.	Dimensions (Inches)		UL Classified Acoustics NRC	+ CAC	=	Total Acoustics[1] NRC + CAC	Articulation Class AC	Fire Performance	Light Reflect	Bio-Block Anti-Mold/ Mildew	Humi-Guard+ Sag Resistant	Certified Low VOC Emissions	CleanAssure™ Disinfectable Panels Fog	DURABILITY Wash	Impact	Scratch	Soil	Recycle Program	30-Yr Warranty
ULTIMA® High NRC 15/16" Beveled Tegular	15	new	2081	24 × 24 × 1"		0.85 •	35 •		BEST	170 •	Class A	0.85 •	•	•	•	•	•	•	•	•	•	•
		new	2084	24 × 48 × 1"		0.85 •	35 •		BEST	170 •	Class A	0.85 •	•	•	•	•	•	•	•	•	•	•
HRC items not included in made-to-order panels.			1941	24 × 24 × 7/8"		0.80 •	35 •		BEST	170 •	Class A	0.87 •	•	•	•	•	•	•	•	•	•	•
			1944	24 × 48 × 7/8"		0.80 •	35 •		BEST	170 •	Class A	0.87 •	•	•	•	•	•	•	•	•	•	•
			1433	24 × 60 × 7/8"		0.80 •	35 •		BEST	170 •	Class A	0.87 •	•	•	•	•	•	•	•	•	•	•
			1436	24 × 72 × 7/8"		0.80 •	35 •		BEST	170 •	Class A	0.87 •	•	•	•	•	•	•	•	•	•	•
ULTIMA® High NRC 9/16" Beveled Tegular	29, 44, 48, 52, 56	new	2082	24 × 24 × 1"		0.85 •	35 •		BEST	170 •	Class A	0.85 •	•	•	•	•	•	•	•	•	•	•
		new	2085	24 × 48 × 1"		0.85 •	35 •		BEST	170 •	Class A	0.85 •	•	•	•	•	•	•	•	•	•	•
HRC items not included in made-to-order panels.			1942	24 × 24 × 7/8"		0.80 •	35 •		BEST	170 •	Class A	0.87 •	•	•	•	•	•	•	•	•	•	•
			1942HRC	24 × 24 × 3/4"		0.75 •	35 •		BEST	170 •	Class A	0.87 •	•	•	•	•	•	•	•	•	•	•
			1945	24 × 48 × 7/8"		0.80 •	35 •		BEST	170 •	Class A	0.87 •	•	•	•	•	•	•	•	•	•	•
			1431	30 × 30 × 7/8"		0.80 •	35 •		BEST	170 •	Class A	0.87 •	•	•	•	•	•	•	•	•	•	•
			1434	24 × 60 × 7/8"		0.80 •	35 •		BEST	170 •	Class A	0.87 •	•	•	•	•	•	•	•	•	•	•
			1437	24 × 72 × 7/8"		0.80 •	35 •		BEST	170 •	Class A	0.87 •	•	•	•	•	•	•	•	•	•	•
				7/8" & 1" Thick – 15/16" & 9/16" Beveled Tegular																		
Made-to-Order Sizes				Width (short side)	Length (long side)	N/A	N/A		N/A	N/A	Class A	0.87 •	•	•	•	•	•	•	•	•	•	•
				4" – 30"	12" – 72"																	

1 Ctn Min FASTSIZE 3 WEEKS order to ship

Visit the product page online and see "Configure an Item" to verify capabilities. Questions? email Techline@armstrongceilings.com

MORE ITEMS ▶

[1] Total Acoustics® ceiling panels have an ideal combination of sound absorption and sound blocking in one product.
GOOD (NRC 0.60-0.65; CAC 35+) **BETTER** (NRC 0.70-0.75; CAC 35+) **BEST** (NRC 0.80+; CAC 35+)

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Armstrong® World Industries

ULTIMA®
ULTIMA® High NRC

Tegular
fine texture

CLOSED LOOP RECYCLED CONTENT CEILING-2-CEILING

USDA CERTIFIED BIOBASED PRODUCT PRODUCT 95%

SUSTAIN® High Performance Sustainable Ceiling Systems

Declare.

GREENGUARD Gold Certified

LEED® WELL™ LBC

UP TO 87% RECYCLED CONTENT

Calculate sustainability with Green Genie™ armstrongceilings.com/greengenie

energy management; construction waste mgmt; regional materials; design for flexibility; EPD; recyclable/ extended producer resp.; biobased materials; recycled content; sourcing of raw materials; material ingredient reporting; low emitting/ materials; lighting quality; acoustics

▲ LOCATION DEPENDENT

VISUAL SELECTION

PERFORMANCE SELECTION

Dots represent high level of performance.

$$$$

armstrongceilings.com/suspdwgs	Susp. Dwg.	Item No.	Dimensions (Inches)	UL Classified Acoustics NRC	+ CAC	=	Total Acoustics[1]	Fire Performance	Light Reflect	Bio-Block Anti-Mold/ Mildew	Humi-Guard+ Sag Resistant	Certified Low VOC Emissions	CleanAssure™ Disinfectable Panels Fog	DURABILITY Wash	Impact	Scratch	Soil	Recycle Program	30-Yr Warranty
ULTIMA®	15	**1422**	6 × 48 × 3/4"	N/A	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
15/16" Beveled Tegular		**1917**	12 × 24 × 3/4"	N/A	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
HRC items not included in made-to-order panels.		**1993**	12 × 48 × 3/4"	0.65*	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1994	12 × 60 × 3/4"	0.65*	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1995	12 × 72 × 3/4"	0.65*	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1911	24 × 24 × 3/4"	0.75 •	35 •		BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1911HRC	24 × 24 × 3/4"																
		1951	24 × 24 × 3/4"	0.60	40 •		GOOD	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1894	24 × 24 × 3/4"	0.60	40 •		GOOD	Fire Guard™	0.88 •	•	•	•	•	•	•	•	•	•	•
		1914	24 × 48 × 3/4"	0.75 •	35 •		BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1914HRC	24 × 48 × 3/4"																
		1985	24 × 60 × 3/4"	0.75 •	35 •		BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1981	24 × 72 × 3/4"	0.75 •	35 •		BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
9/16" Beveled Tegular	29, 44, 48, 52, 56	**1423**	6 × 48 × 3/4"	N/A	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1427	6 × 60 × 3/4"	N/A	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
HRC items not included in made-to-order panels.		**1916**	12 × 24 × 3/4"	N/A	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1996	12 × 48 × 3/4"	0.65*	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1997	12 × 60 × 3/4"	0.65*	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1998	12 × 72 × 3/4"	0.65*	N/A		N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1912	24 × 24 × 3/4"	0.75 •	35 •		BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1912HRC	24 × 24 × 3/4"																
		1952	24 × 24 × 3/4"	0.60	40 •		GOOD	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1895	24 × 24 × 3/4"	0.60	40 •		GOOD	Fire Guard	0.88 •	•	•	•	•	•	•	•	•	•	•
		1915	24 × 48 × 3/4"	0.75 •	35 •		BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1915HRC	24 × 48 × 3/4"																
		1986	24 × 60 × 3/4"	0.75 •	35 •		BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1982	24 × 72 × 3/4"	0.75 •	35 •		BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•

Red Numbers are Fire Guard items.

[1] Total Acoustics® ceiling panels have an ideal combination of sound absorption and sound blocking in one product.
GOOD (NRC 0.60-0.65; CAC 35+) **BETTER** (NRC 0.70-0.75; CAC 35+) **BEST** (NRC 0.80+; CAC 35+)

* Item not UL tested

MINERAL FIBER – Standard

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LEED® WELL™ LBC

UP TO 87% RECYCLED CONTENT

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energy management · construction waste mgmt · regional materials ▲ · design for flexibility · EPD · recyclable/ extended producer resp. · biobased materials · recycled content · sourcing of raw materials · material ingredient reporting · low emitting/ materials · lighting quality · acoustics

▲ LOCATION DEPENDENT

VISUAL SELECTION

PERFORMANCE SELECTION

Dots represent high level of performance. $$$$

armstrongceilings.com/suspdwgs	Susp. Dwg.	Item No.	Dimensions (Inches)	UL Classified Acoustics NRC + CAC =	Total Acoustics[1]	Fire Performance	Light Reflect	Bio-Block Anti-Mold/ Mildew	Humi-Guard+ Sag Resistant	Certified Low VOC Emissions	CleanAssure™ Disinfectable Panels: Fog	DURABILITY: Wash	Impact	Scratch	Soil	Recycle Program	30-Yr Warranty
9/16" Beveled Tegular	29, 44, 48, 52, 56	**1905**	30 × 30 × 3/4"	0.75 • 35 •	BETTER	Class A	0.88 •	•	Std	•	•	•	•	•	•	•	1-Yr
		1905HRC	30 × 30 × 3/4"														
		1929	30 × 54 × 3/4"	0.75 • 35 •	BETTER	Class A	0.88 •	•	Std	•	•	•	•	•	•	•	1-Yr
		1929HRC	30 × 54 × 3/4"														

HRC items not included in made-to-order panels.

3/4" Thick – 15/16" & 9/16" Beveled Tegular

Made-to-Order Sizes	Width (short side)	Length (long side)															
1 Ctn Min FASTSIZE 3 WEEKS order to ship	4" – 30"	12" – 72"	N/A	N/A	N/A	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•

Visit the product page online and see "Configure an Item" to verify capabilities. Questions? email Techline@armstrongceilings.com

ULTIMA® with AirGuard™ Coating 15/16" Beveled Tegular	15	**1901**	24 × 24 × 3/4"	0.75 • 35 •	BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1904	24 × 48 × 3/4"	0.75 • 35 •	BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
9/16" Beveled Tegular	29, 44, 48, 52, 56	**1902**	24 × 24 × 3/4"	0.75 • 35 •	BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•
		1906	24 × 48 × 3/4"	0.75 • 35 •	BETTER	Class A	0.88 •	•	•	•	•	•	•	•	•	•	•

AirGuard™ Coating actively removes formaldehyde from indoor air.

[1] Total Acoustics® ceiling panels have an ideal combination of sound absorption and sound blocking in one product.
GOOD (NRC 0.60-0.65; CAC 35+) **BETTER** (NRC 0.70-0.75; CAC 35+) **BEST** (NRC 0.80+; CAC 35+)

SUSPENSION SYSTEMS

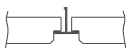
15/16"

Prelude®

9/16"

Silhouette® 1/4" Reveal

Silhouette 1/8" Reveal



Suprafine®

Interlude® XL® HRC

Blizzard White – Suspension System Finish
A color and texture coordinated suspension system to complement Ultima® ceiling panels for a monolithic look and feel.

PHYSICAL DATA

Material
Wet-formed mineral fiber with DuraBrite® acoustically transparent membrane

Surface Finish
DuraBrite with factory-applied latex paint

Fire Performance
Class A: ASTM E84 and CAN/ULC S102 surface burning characteristics. Flame Spread Index of 25 or less. Smoke Developed Index of 50 or less (UL labeled).

Fire Guard™: A fire-resistive ceiling when used in applicable UL assemblies

ASTM E1264 Classification
Type IV, Form 2, Pattern E; Fire Class A

Humidity/Sag Resistance
HumiGuard® Plus ceiling panels are recommended for areas subject to high humidity, up to, but not including, standing water and outdoor applications. (Excludes items 1905 and 1929).

Anti-Mold/Mildew
Ceiling panels with BioBlock® performance resist the growth of mold and mildew on the tile surface.

VOC Emissions
GREENGUARD Gold Certified
Third-party certified compliant with California Department of Public Health CDPH/EHLB/Standard Method Version 1.2, 2017. This standard is the guideline for low emissions in LEED®, WELL Building Standard™, Living Building Challenge® (LBC), CalGreen Title 24, ANSI/ASHRAE/USGBC/IES Standard 189; ANSI/GBI Green Building Assessment Protocol.

PRODUCT CERTIFIED FOR LOW CHEMICAL EMISSIONS UL.COM/GG UL 2818

GREENGUARD GOLD

Acoustical Performance
CAC testing conducted using Prelude® XL® suspension system for 15/16" edge detail and Silhouette® suspension system for 9/16" edge detail.

Primary (Embodied) Energy
See all LCA information on our EPDs.

High Recycled Content
Contains greater than 50% total recycled content. Total recycled content based on product composition of post-consumer and pre-consumer (post-industrial) recycled content per FTC guidelines. HRC items contain 15% or greater post-consumer recycled ceilings.

Insulation Value
R Factor – 2.2 (BTU units); R Factor – 0.39 (Watts units)
2081, 2081, 2084, 2085 – R Factor – 2.9 (BTU units); 0.445 (Watts units)

Cleaning and Disinfecting
Cleaning and CDC recommended disinfecting options available on armstrongceilings.com/cleaning

30-Year Performance Guarantee & Warranty
When installed with Armstrong® Suspension System. Details at armstrongceilings.com/warranty

Weight; Square Feet/Carton
1945 – 1.14 LBS/SF; 48 SF/CTN
1941, 1942 – 1.125 LBS/SF; 40 SF/CTN
1944, 1942HRC – 1.125 LBS/SF; 48 SF/CTN
1433, 1434 – 1.05 LBS/SF; 60 SF/CTN
1436, 1437 – 1.04 LBS/SF; 72 SF/CTN
2081, 2082 - 1.0 LBS/SF; 40 SF/CTN
2084, 2085 - 1.0 LBS/SF; 48 SF/CTN
1431 – 1.06 LBS/SF; 62.5 SF/CTN
1917, 1993 – 1.05 LBS/SF; 24 SF/CTN
1422, 1423 – 1.08 LBS/SF; 24 SF/CTN
1905, 1905HRC – 1.05 LBS/SF; 62.5 SF/CTN
1911, 1911HRC, 1912, 1912HRC, 1914, 1914HRC, 1915 – 1.05 LBS/SF; 48 SF/CTN
1916, 1996 – 1.05 LBS/SF; 24 SF/CTN
1427 – 1.07 LBS/SF; 24 SF/CTN
1929, 1929HRC – 1.02 LBS/SF; 68 SF/CTN
1895, 1952, 1951 – 1.31 LBS/SF; 48 SF/CTN
1901, 1902, 1904, 1906, 1894 – 1.08 LBS/SF; 48 SF/CTN
1997, 1994 – 1.05 LBS/SF; 30 SF/CTN
1998, 1995 – 1.05 LBS/SF; 36 SF/CTN
1981, 1982 - 1.08 LBS/SF; 72 SF/CTN
1985, 1986 – 1.08 LBS/SF; 80 SF/CTN

Minimum Order Quantity
1 carton

Metric Items Available
1941M, 1944M, 1945M, 1905M, 1912M, 1912MHRC, 1914M, 1915M, 1916M – Metric items are subject to extended lead times and minimum quantities. Contact your representative for more details.

MINERAL FIBER – Standard

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BPCS-3039-1023

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Armstrong® World Industries

Standard – LT101

Williamson County Lighting Standard

Originated by: Approved by: Revision No. 1	Date Originated: 9/25/2023 Date Approved: Revision Date:

1.0 Purpose

Standardize scope of work for installation of new and replacement light fixtures.

2.0 Scope

All retro-fit and new of light fixtures installation and replacements in occupied or unoccupied Williamson County buildings.

3.0 Standard Installation Requirements:

3.1 One whip per fixture.

3.2 Only saddle type connectors shall be used for MC cable connectors.

3.3 MC Cable wiring insulation color shall match the corelating branch circuit color respectfully feeding the power to the light fixture.

3.4 Fixture whips will be supported by hangers above the acoustic ceiling within two feet of the fixture and within six feet afterwards.

3.5 Push pin wire connectors shall only be used within the light fixture junction box wiring harness and supplied by light fixture manufacturer.

3.6 All junction boxes knock outs shall be sealed and covered and junction box covers will be labeled with panelboard name, branch circuit, and voltage.

3.7 If more than three penetrations are made in one junction box, a minimum 4 and 11 square junction shall be used.

3.8 If more than six penetrations are made in one junction box, a minimum 12” X 12” by 4” junction box shall be used.

3.9 Two ceiling grid hanger wires shall be installed per light, for support. Exception: One ceiling light grid wire per exit light/emergency light.

3.10 Emergency lighting shall be stand alone light fixtures (per listed standard).

3.11 No dimming capability will be added other than what is manually operated by moving dip switches on the fixtures themselves.

3.12 Exterior fixtures, attached to the building, shall be sealed on the top and sides of the fixture from water intrusion between the building and the fixture.

3.13 Exterior fixtures shall not be fed by MC cable. ½” flexible metal conduit, ½” EMT minimum.

3.14 Installations shall meet or exceed the most recently adopted NEC and IBC code books corelating to the city the installation is in.

Catalog Number
Notes
Type

Contractor Select™

CPX™

LED Panel

CPX™ from Lithonia lighting is the perfect choice for a quality LED panel at an affordable price. The smooth, even lens projects a crisp and clean aesthetic. CPX is the perfect choice for budget-conscious school, commercial office, or small retail footprint projects.

FEATURES:

- Industry standard wattages
- Long-life LEDs maintain greater than 70% of their lumen output at 50,000 hours
- 0-10V dimming driver, dims to 10%

WEIGHT:

2x2
Unit: 6.39lbs
Unit Carton: 7.72lbs
Master Carton: 30.42lbs

2x4
Unit: 11.02lbs
Unit Carton: 13.89lbs
Master Carton: 27.78lbs

Catalog Number	UPC	Description	Lumens	Input Watts	CCT	CRI	Voltage	Pallet qty.
CPX 2X2 3200LM 35K M4	191848338537	2x2 LED Panel	3555	31.5	3500K	80	120-277V	40
CPX 2X2 3200LM 40K M4	191848338650	2x2 LED Panel	3659	31.5	4000K	80	120-277V	40
CPX 2X2 3200LM 50K M4	193048313642	2x2 LED Panel	3737	31.5	5000K	80	120-277V	40
CPX 2X4 4000LM 35K M2	191848338490	2x4 LED Panel	4543	38.9	3500K	80	120-277V	20
CPX 2x4 4000LM 40K M2	191848338506	2x4 LED Panel	4692	38.9	4000K	80	120-277V	20
CPX 2X4 4000LM 50K M2	193048313680	2x4 LED Panel	4766	38.9	5000K	80	120-277V	20
CPX 1X4 ALO7 SWW7 M4	194994568063	1X4 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	40
CPX 2X2 ALO7 SWW7 M4	193048542806	2X2 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	40
CPX 2X4 ALO8 SWW7 M2	193048542844	2X4 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	20

NOTES

1. ILBLP CP10 HE SD A remote mounted only. See ILBLP CP10 HE SD B spec sheet and ELA-PSMK-PSMKSD-PSDMT-PSRME remote mounting enclosure spec sheet here.

CONTRACTOR SELECT™

LITHONIA LIGHTING

Accessories: *Order as separate catalog number.*

ILBLP CP10 HE SD A	IOTA 10 Watt Constant Power, High Efficiency LED Emergency Driver for CA Title 20 [1]
DGA14	Drywall grid adapter for 1X4 recessed fixture.
DGA22	Drywall grid adapter for 2x2 recessed fixture.
DGA24	Drywall grid adapter for 2x4 recessed fixture.
1X4SMKSH	Multi-Use Surface Mount Kit 1X4, Shallow Depth
2X2SMKSH	Multi-Use Surface Mount Kit 2x2, Shallow Depth
2X4SMKSH	Multi-Use Surface Mount Kit 2x4, Shallow Depth
1X4SMKSHP PAF	Multi-Use Surface Mount Kit 1X4 Post-Paint
2X2SMKSHP PAF	Multi-Use Surface Mount Kit 2X2 Post-Paint
2X4SMKSHP PAF	Multi-Use Surface Mount Kit 2X4 Post-Paint
PAC 2DNF 36	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.
PAC 2DF 36	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. [1]
PAC 4DNF 36	Panel Air Craft Kit, 4 cables, No Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.
PAC 4DF 36	Panel Air Craft Kit, 4 cables, with Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. [1]
PAC 2DNF 72	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.
PAC 2DF 72	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. [1]
PAC 4DNF 72	Panel Air Craft Kit, 4 cables, No Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.
PAC 4DF 72	Panel Air Craft Kit, 4 cables, with Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. [1]
RK8BDP 2P U	Disconnect Plug (BDP), 2 Pole, Package of 1
RK8BDP 3P U	Disconnect Plug (BDP), 3 Pole, Package of 1
RK8BDP 2P J10	Disconnect Plug (BDP), 2 Pole, Package of 10
RK8BDP 2P J40	Disconnect Plug (BDP), 2 Pole, Package of 40

Switchable Table

Size(ft)	Nomenclature	Lumen Package	CCT	Lumen	Wattage	Efficacy
1x4	CPX 1X4 AL07 SWW7 M4	Low Lumen	3500K	2430	19.7	123.4
			4000K	2594	19.7	131.7
			5000K	2483	19.5	127.3
		Med Lumen	3500K	3289	28.4	115.8
			4000K	3583	27.2	131.7
			5000K	3369	28.2	119.5
		High Lumen	3500K	3914	35.7	109.6
			4000K	4280	33.7	127
			5000K	4009	35.5	112.9
2x2	CPX 2X2 AL07 SWW7 M4	Low Lumen	3500K	2399	19.1	125.6
			4000K	2570	18.5	138.9
			5000K	2456	19.1	128.6
		Med Lumen	3500K	3356	28.7	116.9
			4000K	3649	27.5	132.7
			5000K	3427	28.5	120.2
		High Lumen	3500K	4131	37.5	110.2
			4000K	4564	35.8	127.5
			5000K	4212	37.3	112.9
2x4	CPX 2X4 AL08 SWW7 M2	Low Lumen	3500K	3813	28.94	131.8
			4000K	4033	28.1	143.5
			5000K	3938	28.86	136.5
		Med Lumen	3500K	4677	36.8	127.1
			4000K	5009	35.55	140.9
			5000K	4834	36.65	131.9
		High Lumen	3500K	6048	50.56	119.6
			4000K	6563	48.53	135.2
			5000K	6241	50.24	124.2

NOTES

1. For MVOLT only, not available with 347V.

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Specifications

INTENDED USE:
CPX is a low-glare panel featuring an external driver. This cost-effective, reliable panel is visually comfortable and can be recessed mounted. Suitable for many applications such as schools, offices, retail, convenience stores and other commercial spaces. **Certain airborne contaminants can diminish integrity of acrylic. Click here for Acrylic Environmental Compatibility table for suitable uses.** Adjustable Lumen (ALO7, ALO8) and Switchable White (SWW7) configurations available. **U.S. Patent No. 10,681,784.**

CONSTRUCTION:
The extruded aluminum frame with satin white lens provides excellent shielding and uniform luminance. The low-profile design of CPX provides increased installation flexibility especially in restricted plenum spaces. The backplate includes integral T-bar clips for installation into T-grid ceilings.

ELECTRICAL:
Long-life LEDs, coupled with a high-efficiency driver, provide superior illumination for extended service life. Greater than 70% LED lumen maintenance at 50,000 hours (L70>50,000). 0-10V dimming driver, dims to 10% and contains non-isolated dimming leads.

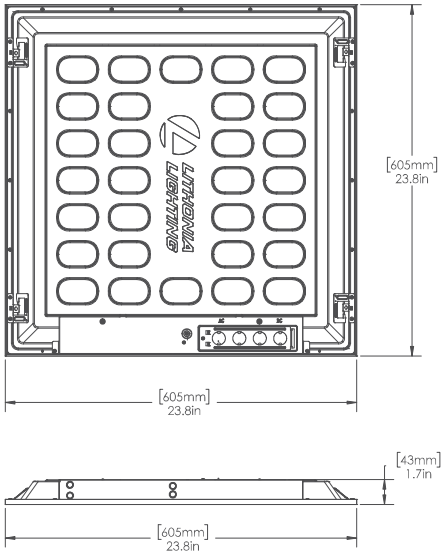
LISTINGS:
CSA certified to meet US and Canadian standards. Damp location listed. IC rated. IP5X Rated. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. Rated for NSF/ANSI Standard 2 - Light Fixture for Splash Zone and Non Food Zone. NOM Certified.

WARRANTY:
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

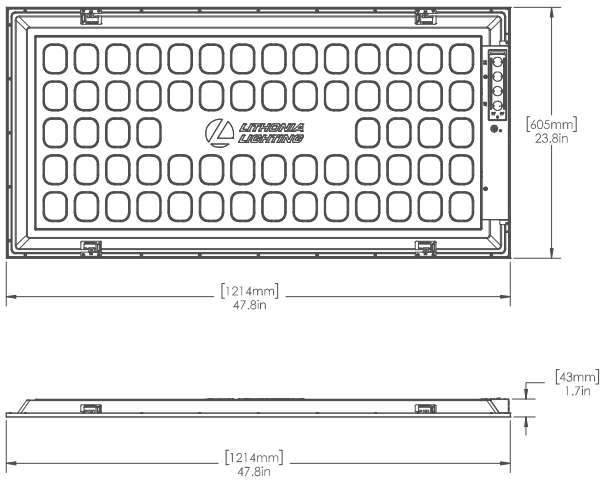
Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

2'x2'



2'x4'



All dimensions are inches (millimeters) unless otherwise indicated.

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Catalog Number	
Notes	
Type	

Contractor Select™

ECRG

Lithonia Lighting Basics™ Emergency Light/Exit Combo

The Lithonia Lighting® ECRG, is a combination of exit and emergency lighting. The ECRG is ideal for safely illuminating the path of egress above-the-door in small spaces at lower mounting heights while providing 90 minutes of emergency power. Available in red and green letters.

FEATURES:

- Internal toggle switch for red or green exit
- Test switch and status indicator
- UL indoor damp location 50°F to 104°F (10°C to 40°C) listed standard
- ECRG RD: multi-voltage 120-277V, 50/60Hz
- ECRG SQ: dual-voltage 120/277, 60Hz

† Exit Signs Certified in the CA Title 20 Appliance Efficiency Database.

Catalog Number	UPC	Description	Supply Voltage	Input Wattage		Input Amps		Pallet Qty	Carton Qty
				120	277	120	277		
ECRG RD M6	00194994900412	Red/Green LED Exit/Unit Combo, Round Lamp Heads	120-277V	2W	2W	.03	.02	360	6
ECRG HO RD M6	00194994900429	Red/Green LED Exit/Unit Combo with remote capacity, Round Lamp Heads	120-277V	2.8W	2.8W	.05	.03	360	6
ECRG SQ M6	00194994900467	Red/Green LED Exit/Unit Combo, Square Lamp Heads	120/277V	3.5W	3.5W	.03	.02	360	6
ECRG HO SQ M6	00194994900504	Red/Green LED Exit/Unit Combo with remote capacity, Square Lamp Heads	120/277	4W	4W	.03	.02	360	6

Battery Capacity and Loading (HO only)

Battery	Total Capacity	Maximum# Remote Lamp Heads*
3.6V	2W (ECRG RD)	2 - ERE W SGL RD M24
		1 - ERE W T RD M24
		2 - ERE GY SGL WP RD M12
		1 - ERE GY T WP RD M12
	3W (ECRG SQ)	3 - ERE GY SGL WP SQ M12
		1 - ERE GY T WP SQ M12

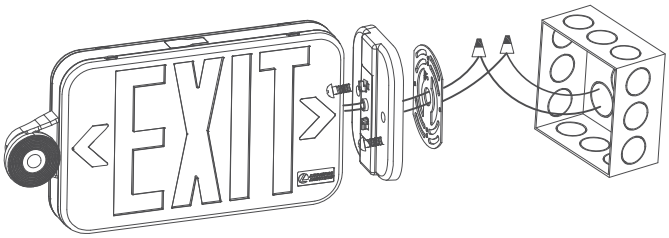
* Remotes are in addition to the lamp heads on the product.

Accessories: *Order as separate catalog number.*

ERE W SGL RD	Single, LED indoor remote head, round, ivory white, .75W, 3.6V input. See spec sheet ERE.[1]
ERE W T RD	Twin, LED indoor remote head, round, ivory white, 1.5W, 3.6V input. See spec sheet ERE.[1]
ERE GY SGL WP RD	Single, LED weather-proof head, round, gray,0.75W, 3.6V input. See spec sheet ERE.[1]
ERE GY T WP RD	Twin, LED weather-proof head, round, gray, 1.5W, 3.6V input. See spec sheet ERE.[1]
ERE GY SGL WP SQ	Single, LED weather-proof remote head, square, gray, 1W, 3.6V-12V voltage sensing. See spec sheet ERE.[1]
ERE GY T WP SQ	Twin, weather-proof, remote head, square, gray, 2W, 3.6V-12V voltage sensing. See spec sheet ERE.[1]
ELA WG3	Wireguard (back mount), 30 5/8"W x 13 3/4"H x 6"D. See spec sheet ELA-WG.

1 Only available with HO option.

ECRG side/end mount example



Dimensions

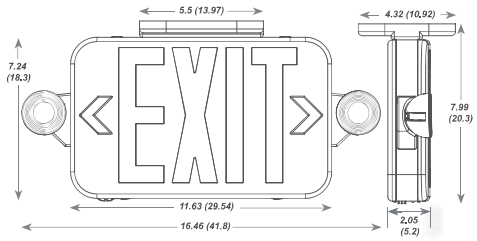
ECRG RD

Length:
16.46 (41.8)

Depth:
2.05 (5.2)

Height:
7.24 (18.3)

Weight:
RD - 1.9 (0.86kgs)
HO RD - 1.95 (0.88kgs)



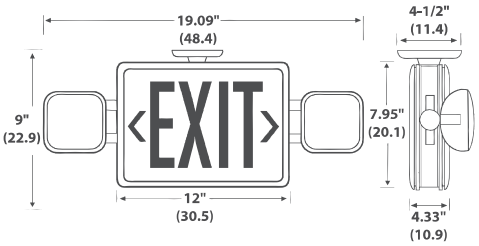
ECRG SQ

Length:
19.09 (48.4)

Depth:
4.33 (10.9)

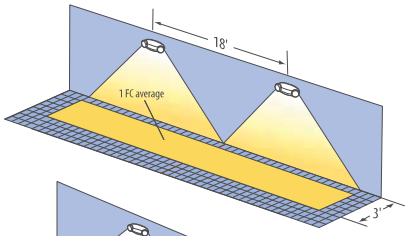
Height:
7.95 (20.1)

Weight:
SQ - 3.09 lbs. (1.40kgs)
HO SQ - 3.25 lbs (1.47kgs)

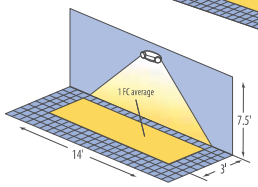


All dimensions are inches (centimeters) unless otherwise indicated.

ECRG RD

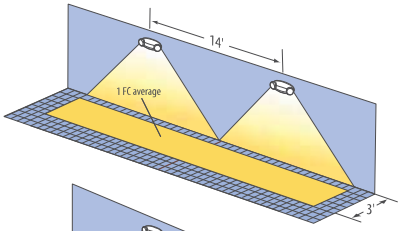


Example of multiple ECRG RD luminaires illuminating a 3' path of egress.

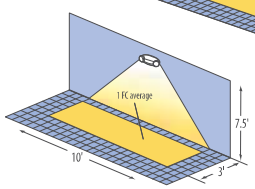


Example of single ECRG RD illuminating a 3' path of egress.

ECRG SQ



Example of multiple ECRG SQ luminaires illuminating a 3' path of egress.



Example of single ECRG SQ illuminating a 3' path of egress.

Spacing guidelines

Maximum Spacing Guidelines[1]							
Series	Mounting Height	Illumination Level	Single Luminaire		Multiple Luminaires		Application Notes
			3' Path of Egress	6' Path of Egress	3' Path of Egress	6' Path of Egress	
ECRG RD	7.5'	1FC Avg	14'	10'	18'	14'	"100' Corridor 8' wide, and 9' high with 80/50/20 reflectances"
ECRG SQ	7.5'	1FC Avg	10'	6'	14'	11'	

Notes:
1. Also meets the additional illumination requirements of NFPA 101: 1FC minimum and max/min ratio of 40:1.

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Specifications

INTENDED USE:
Provides a minimum of 90 minutes illumination for the rated wattage upon loss of AC power to meet code required emergency lighting. Ideal for applications requiring low profile, emergency unit for lower mounting heights. The ECRG has an internal switch that ships standard as a red emergency light/exit combo and can be switched in the field to green. It is also packaged standard with an extra faceplate along with red and green inserts.

CONSTRUCTION:
The housing is a standard white thermoplastic with a compact and low-profile design with all-inclusive lamp, reflector and lens assembly. It is 5VA flame rated and impact-resistant.

OPTICS:
The typical life of the LED is 10 years.

ECRG is 0.75W white LED per lamp head

ECRG SQ is 1W LED per lamp head.

CRI: RD 80CRI
SQ 75CRI

CCT: RD 6200K
SQ 6200K

Lumen: RD 85 lumens
SQ 113 lumens

ELECTRICAL:
ECRG RD: multi-voltage 120-277V, 50/60Hz.

ECRG SQ: dual-voltage 120/277, 60Hz.

Bi-color LED status indicator for battery condition. (Green-normal, Red-check battery).

ECRG HO RD has 2W of remote capacity and ECRG HO SQ has 3W of remote capacity.

BATTERY: 3.6V maintenance-free, rechargeable, Nickel metal hydride.

INSTALLATION:
ECRG RD: Top, end and back mount.

ECRG SQ: Top, end and back mount.

Mounting pattern on canopy (top and side mount) and back plate (back mount) fits most standard size junction boxes.

LISTINGS:
UL Listed. Meets all applicable requirements for UL 924, NFPA 101 (current Life Safety Code), NFPA 70 (NEC), FCC Title 47, Part 15, Subpart B and OSHA.

Indoor damp location 50°F to 104°F (10°C to 40°C) listed.

WARRANTY:
2-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

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Catalog Number	
Notes	
Type	

Contractor Select™

EXRG

Lithonia Lighting Basics™ LED Exit

The Lithonia Lighting Basics™ EXRG Exit Sign is suitable for emergency signage applications such as stairways and hallways. This fully assembled single-face exit with extra faceplate is available in red and green letters. It's low profile makes it ideal for safely illuminated the path of egress in small spaces and can be wall or ceiling mounted. The emergency power provides 90 minutes of illumination in the event of a power loss.

FEATURES:

- Internal toggle switch for red or green letter color selection
- Test switch and status indicator for low maintenance (EL emergency models only)
- UL indoor damp location 50° to 104°F (10°C to 40°C) listed standard
- For use with Dual voltage 120/277VAC
- Internal switch for color selection

† Exit Signs Certified in the CA Title 20 Appliance Efficiency Database.

Catalog Number	UPC	Description	Supply Voltage	Input Wattage		Input Amps		Pallet Qty	Carton Qty
				120	277	120	277		
EXRG M6	00194994900658	Red/Green Exit, AC Only	120/277	1W	1W	0.09	0.09	360	6
EXRG EL M6	00194994900696	Red/Green Exit with Ni-MH backup battery	120/277	1W	1W	0.09	0.09	360	6

Accessories[1]: *Order as separate catalog number.*	
ELA WG1	Wireguard (back mount only, 13 3/4"H x 15 1/4"W x 6"D)

NOTES

1. See spec sheet ELA-WG for more information.

Specifications

INTENDED USE:
LED lighted exit signs for marking the means of egress in accordance with Life Safety Code NFPA 101. The EXRG has an internal switch that ships standard as a red exit and can be switched in the field to green. It is also packaged standard with an extra faceplate along with red and green inserts.

CONSTRUCTION:
Injection-molded, flame-retardant, high-impact, thermoplastic housing with snap-fit design components for easy installation. Universal J-box pattern. Universal chevrons are easily removed for directional indication.

Fully assembled single face with extra faceplate for easy field-conversion to double face.

Letters 6" high with 3/4" stroke, with 100 ft viewing distance rating, based on UL924 standards.

OPTICS:
The typical life of the LED lamp is 10 years.

ELECTRICAL:
Dual-voltage input 120V or 277V AC. Non-emergency (AC only without battery) or Emergency exit with battery. The emergency model includes the test switch, status indicator and rechargeable battery.

Battery: (EL models) maintenance-free Nickel metal hydride battery provides 90 minutes of emergency power.

INSTALLATION:
Top, back or end mounting capability (canopy included).

LISTINGS:
UL Listed. Meets UL 924, NFPA 101 (current Life Safety Code) , NFPA 70-NEC, FCC Title 47, Part 15, Subpart B and OSHA illumination standards. Indoor damp location 50° to 104°F (10°C to 40°C) listed standard.

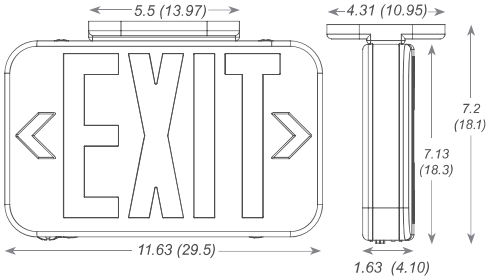
WARRANTY:
2-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions

All life safety equipment, including emergency lighting for path of egress must be maintained, serviced, and tested in accordance with all National Fire Protection Association (NFPA) and local codes. Failure to perform the required maintenance, service, or testing could jeopardize the safety of occupants and will void all warranties.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

Length: 11.63 (29.5)
Depth: 1.63 (4.1)
Height: 7.2 (18.3)
Weight: EL: 1.6 LB
AC: 1.59 LB



All dimensions are inches (centimeters) unless otherwise indicated.

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Catalog Number	
Notes	
Type	

Contractor Select™

ELM2L

Quantum® Contemporary Commercial LED Emergency Light

The Lithonia Lighting® Quantum® ELM2L Emergency Light is suitable for emergency lighting for applications such as stairways and hallways. Its high performance LED lamp heads makes the ELM2L ideal for safely illuminating the path of egress for applications requiring attractive LED unit equipment with quick installation and unparalleled performance for lower mounting heights. It can be wall or ceiling mounted and will provide 90 minutes of emergency power in the case of power loss.

FEATURES:

- Test switch and status indicator
- UL indoor damp location 50°F to 104°F (10°C to 40°C) listed standard

† Small Battery Chargers Certified in the CA Title 20 Appliance Efficiency Database.

Catalog Number	UPC	Description	Supply Voltage	Input Wattage		Input Amps		Pallet Qty	Carton Qty
				120	277	120	277		
ELM2L M12	191848091920	Quantum® LED Adjustable Optics 220 Lumens, 2.4W, Emergency Light, White housing, Nickel-cadmium battery	120/277V, 60hz	1.09	1.09	0.018	0.018	432	12
ELM2L UVOLT LTP M12	191848078112	Quantum® LED Adjustable Optics 220 Lumens, 2.4W, Emergency Light, White housing, Lithium Iron Phosphate Battery, Remote capacity	120-347V, 50/60Hz	1.35	1.35	0.022	0.022	432	12

Battery Capacity and Loading (ELM2L UVOLT LTP M12 Only)

Battery	Total Capacity	Maximum# Remote Lamp Heads*
9.6V	4.8W	2- ELMRE LP220L SGL M12
		1- ELMRE LP220L T M12
		1 - ELMRE LP220L FXO
		2 - ERE GY SGL WP SQ M12
		1 - ELA QWP L0309
		1 - ERE GY T WP SQ M12

* Remotes are in addition to the lamp heads on the product.

Accessories: *Order as separate catalog number.*	
ELA WG1	Wireguard 15-1/4" W x 13-3/4" H x 6" D (back mount only). See spec sheet ELA-WG.
WPVS SML W	Wet protective vandal shield (must be used for wet location applications)

CONTRACTOR SELECT™

LITHONIA LIGHTING®

Specifications

INTENDED USE:
Provides a minimum of 90 minutes illumination for the rated wattage upon loss of AC power to meet and exceed code required emergency lighting. Ideal for applications requiring attractive LED unit equipment with quick installation and unparalleled performance for lower mounting heights.

CONSTRUCTION:
The housing is a standard white thermoplastic with a compact and low-profile contemporary design. It is 5VA flame rated, impact-resistant, scratch-resistant and corrosion proof. The UV-stable resin resists discoloration from natural and man-made light sources. The back-plate contains a universal j-box mounting pattern to facilitate ease of installation on a wide variety of j-boxes and the front housing allows tool-less access for ease of maintenance.

OPTICS:
The typical life of the LED is 10 years. Two 1.2W LED Lamps.

ELECTRICAL:
Orderable in multiple voltages. Emergency unit provided with test switch, status indicator and rechargeable battery. Sealed, maintenance-free nickel-cadmium or Lithium Iron Phosphate battery provides at least 90 minutes of emergency power.

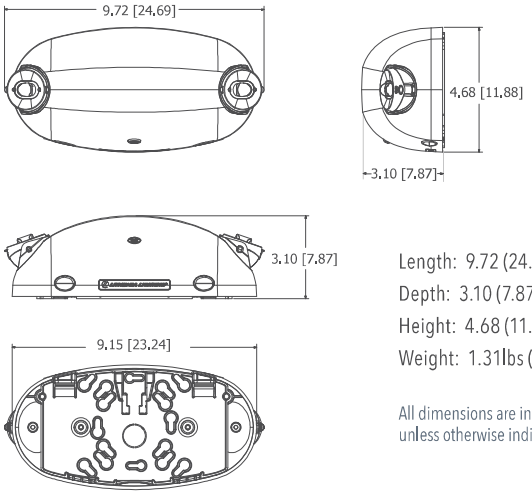
INSTALLATION:
Wall and ceiling mount. Tool-less removal of front cover from back-plate for ease of installation and maintenance.

LISTINGS:
UL damp location listed standard and wet location listed when used with the WPVS accessory, all at 50-104°F (10-40°C). Meets or exceeds all applicable requirements for UL 924, NFPA 101 (current Life Safety Code), NFPA 70 (NEC), NOM (Norma Oficial Mexicana), California Energy Commission Title 20 section 1605.3 (W)(4), FCC Title 47, Part 15, Subpart B and OSHA. List and labeled to comply with Canadian Standards C22.2 No. 141-10.

WARRANTY:
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:
www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions



Length: 9.72 (24.69)
Depth: 3.10 (7.87)
Height: 4.68 (11.88)
Weight: 1.31lbs (0.59kg)

All dimensions are inches (centimeters) unless otherwise indicated.

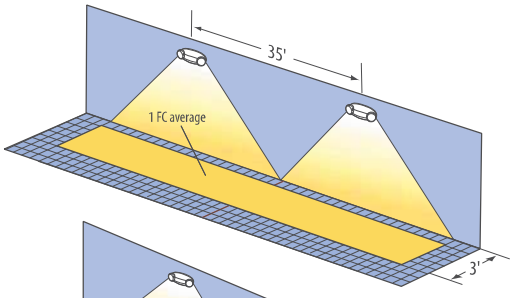
Spacing guidelines

Maximum Spacing Guidelines — ELM2L

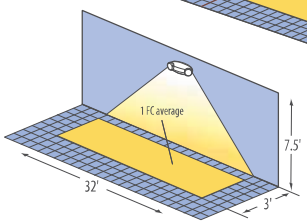
Mounting Height	Illumination Level	Single Luminaire Coverage		Multiple Luminaire Spacing		Application Notes
		3' Path of Egress	6' Path of Egress	3' Path of Egress	6' Path of Egress	
7.5'	1FC Avg [1]	32'	24'	35'	28'	100' Corridor, 8' wide, and 12' high with 80/50/20 reflectances
10'	1FC Avg [1]	20'	14'	27'	23'	

Notes:
1. Also meets the additional illumination requirements of NFPA 101: 1FC minimum and max/min ratio of 40:1.

*Note: To see complete photometric report or download the .ies file for this product, visit Lithonia Lighting ELM2L home page.



Example of multiple ELM2L luminaires illuminating a 3' path of egress.



Example of single ELM2L illuminating a 3' path of egress.

* Application image examples are using LP220L lamp.

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Performance Downlight
Field-Adjustable

RAB

6"

FIELD ADJUSTABLE

9W/12W | 14W/18W | 7W/10W/18W

8"

FIELD ADJUSTABLE

9.5"

FIELD ADJUSTABLE

CLASSIFIED UL | AIRTIGHT HOUSING | ENERGY STAR | FC

UL LISTED | WET RATED | IC RATED | 2016 TITLE 24 PART 6

Features

- High Performance LEDs for commercial applications
- Replacement for traditional Compact Fluorescent recessed downlights
- Compatible with new construction or retrofit installations
- UL wet and Energy Star rated
- Meets air-tight requirements
- Lumen and CCT Selectable
- Matte white smooth trim finish
- Available in 3 CCTs: 3000K, 3500K, 4000K
- 0-10V dimmable
- Spring loaded retention clips
- 5-Year, No-Compromise Warranty

Project:	Type:
Prepared by:	Date:

Technical Specifications

CCT and Lumen Selectable:
Choose lumen output and color temperature before installation with integrated switch

UL Listed & UL Classified
Suitable for wet locations

Energy Star V2.2:
This product is Energy Star® Version 2.2 Certified.

California Title 24:
Can be used to conform with the requirements of California Title 24 Part 6

Dimming Driver:
Driver includes dimming control wiring for 0-10V dimming systems. Requires seperate 0-10V DC dimming circuit. Dims as low as 10%

Input Voltage:
120V through 277V

Operating Frequency:
50/60Hz

Lifespan:
50,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

LEDs:
Long-life, high-efficacy surface-mount LEDs

R9 Value:
High color performance with R9 greater than or equal to 50

Flicker:
Silent and flicker free operations of less than 30%

IC Rated:
Suitable for direct contact with insulation

Air Tight:
Housing certified Air Tight as per ASTM E283

Trim:
Smooth Trim

Housing:
Constructed from durable steel sheet metal

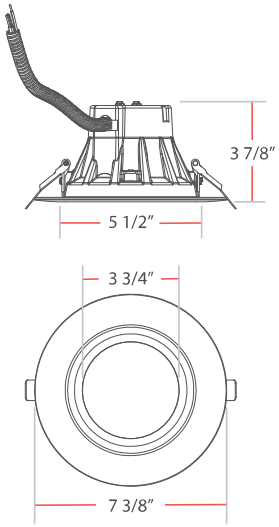
Maximum Ambient Temperature:
Suitable for use in 40˚C (104˚F)

Finish:
Matte White

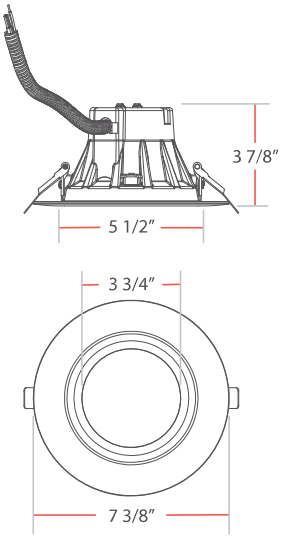
Dimensions

6"

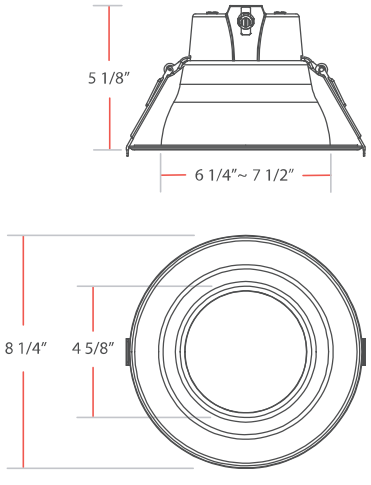
9/12W



14/18W

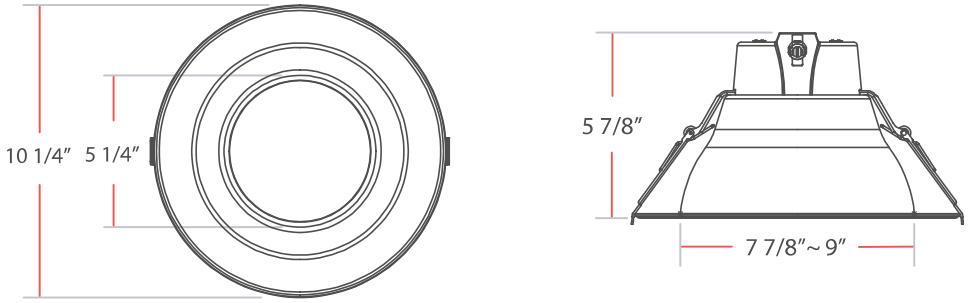


7/10/18W



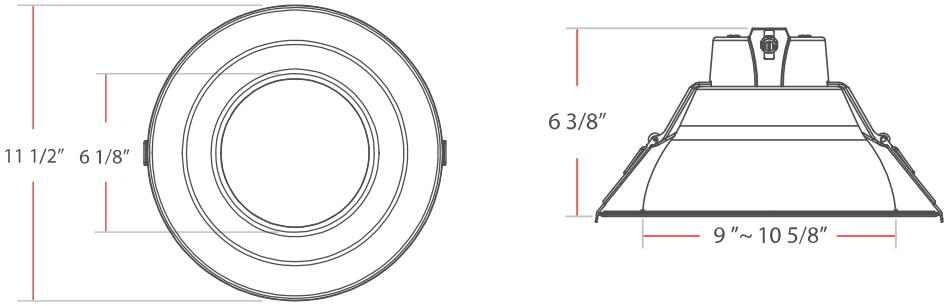
8"

10/15/22W



9.5"

10/15/22W

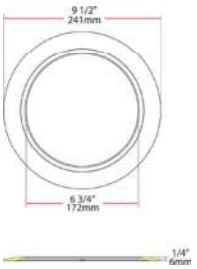
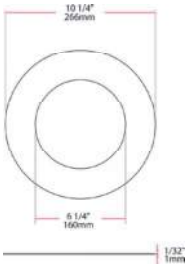
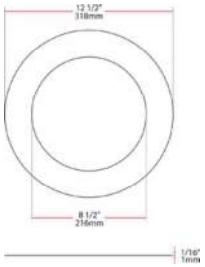
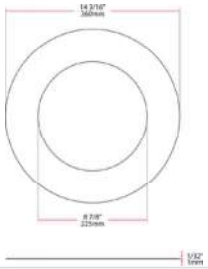


Performance

RAB

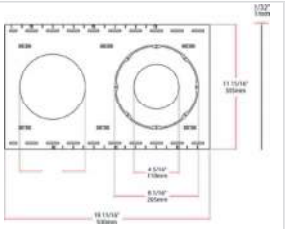
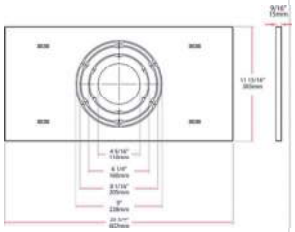
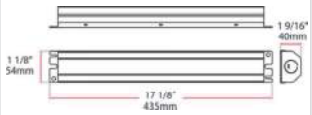
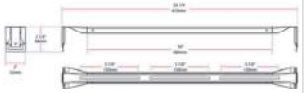
2 Lumen Output	Size	Wattage	Lumens	Efficacy (lm/W)	Color Accuracy (CRI)
C6R9/129FAUNVW 3000K 3500K 4000K	6"	9/12	700 lm 900 lm	78	90
C6R14/189FAUNVW 3000K 3500K 4000K	6"	14/18	1200 lm 1500 lm	86	90
3 Lumen Output	**Size**	**Wattage**	**Lumens**	**Efficacy (lm/W)**	**Color Accuracy (CRI)**
C6R7/10/189FAUNVW 3000K 3500K 4000K	6"	7/10/18	700 lm 1000 lm 1500 lm	100	90
C8R10/15/229FAUNVW 3000K 3500K 4000K	8"	10/15/22	1000 lm 1500 lm 2000 lm	100	90
C9.5R20/25/329FAUNVW 3000K 3500K 4000K	9.5"	20/25/32	2000 lm 2500 lm 3000 lm	100	90

Accessories

Images	SKU Number	Description	Construction	Dimensions	Case Qty
Goof Rings - Plastic					
	DL6-8GOOF/R/P	6" Goof Ring for 6" Downlight - 2 Lumen Output Models	Robust Polycarbonate construction. Matte White Finish		
Goof Rings - Metal					
	DL8-10GOOF/R/M	10" Goof Ring for 8" Downlight - 3 Lumen Output Model	High-quality steel construction White powder coat finish		
	DL10-12GOOF/R/M	12" Goof Ring for 9.5" Downlight - 3 Lumen Output Model	High-quality steel construction White powder coat finish		
	DL12-14GOOF/R/M	12" Goof Ring for 9.5" Downlight - 3 Lumen Output Model	High-quality steel construction White powder coat finish		

Accessories

RAB

Mounting Plates					
	DLPLATE/SJ	New Construction Plate for Stud/ Joist mounting for use with 4", 6" smooth and baffle models	Sturdy galvanized steel construction		10
	DLPLATE/T	New Construction or Remodel Plate for T-Grid ceilings for use with 4", 6" smooth and baffle models	Sturdy galvanized steel construction		10
Emergency Driver					
	DRI-25-EMGR-DC	Emergency Driver	Sturdy galvanized steel construction		4
	BRACKET_TG_DRI	T-Grid bracket for Emergency Driver	Sturdy galvanized steel construction		12

Ordering Matrix

RAB

Product	Size	Shape	Wattage	CRI/Color Temp	Voltage	Finish
C		R		9FA	UNV	W
	6 6" **8** 8" **9.5** 9.5"	**R** Round	**700lm-1500lm** 7/10/18 **700lm-900lm** 9/12 **1000lm-2000lm** 10/15/22 **1200lm-1500lm** 14/18 **2000lm-3000lm** 20/25/32	9FA **90 CRI, Field Adjustable**	**120-277V** UNV	**W** White

RSX2 LED
Area Luminaire

Catalog Number: RSX2 LED P6 40K SPA FAO DDBXD

Notes:

Type:

Hit the Tab key or mouse over the page to see all interactive elements.

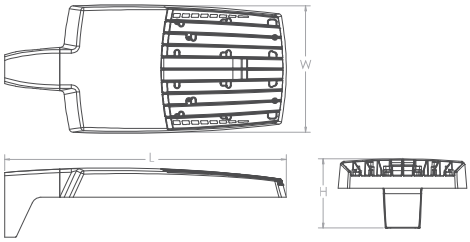
Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX2 delivers 11,000 to 31,000 lumens allowing it to replace 250W to 1000W HID luminaires.

The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slipfitter and other mounting configurations are available.

Specifications

EPA (ft²@0°):	0.69 ft² (0.06 m²)
Length:	29.3" (74.4 cm) (SPA mount)
Width:	13.4" (34.0 cm)
Height:	3.0" (7.6 cm) Main Body 7.2" (18.3 cm) Arm
Weight: (SPA mount)	30.0 lbs (13.6 kg)



Ordering Information

EXAMPLE: RSX2 LED P6 40K R5 MVOLT SPA DDBXD

RSX2 LED	P6	40K	R5	MVOLT	SPA
Series	**Performance Package**	**Color Temperature**	**Distribution**	**Voltage**	**Mounting**
RSX2 LED	P1 P2 P3 P4 P5 P6	30K 3000K 40K 4000K 50K 5000K	R2 Type 2 Wide R3 Type 3 Wide R3S Type 3 Short R4 Type 4 Wide R4S Type 4 Short R5 Type 5 Wide [1] R5S Type 5 Short [1] AFR Automotive Front Row AFRR90 Automotive Front Row Right Rotated AFRL90 Automotive Front Row Left Rotated	MVOLT (120V-277V) [2] HVOLT (347V-480V) [3] XVOLT (277V-480V) [4] **(use specific voltage for options as noted)** 120 [3] 277 [5] 208 [3] 347 [5] 240 [3] 480 [5]	SPA Square pole mounting (3.0" min. SQ pole for 1 at 90°, 3.5" min. SQ pole for 2, 3, 4 at 90°) RPA Round pole mounting (3.2" min. dia. RND pole for 2, 3, 4 at 90°, 3.0" min. dia. RND pole for 1 at 90°, 2 at 180°, 3 at 120°) MA Mast arm adaptor (fits 2-3/8" OD horizontal tenon) IS Adjustable slipfitter (fits 2-3/8" OD tenon) [6] WBA Wall bracket [1] WBASC Wall bracket with surface conduit box AASP Adjustable tilt arm square pole mounting [6] AARP Adjustable tilt arm round pole mounting [6] AAWB Adjustable tilt arm with wall bracket [6] AAWSC Adjustable tilt arm wall bracket and surface conduit box [6]

FAO	DDBXD
Options	**Finish**

Shipped Installed

HS	House-side shield [7]
PE	Photocontrol, button style [8,9]
PEX	Photocontrol external threaded, adjustable [9,10]
PER7	Seven-wire twist-lock receptacle only (no controls) [9,11,12,13]
CE34	Conduit entry 3/4" NPT (Qty 2)
SF	Single fuse (120, 277, 347) [5]
DF	Double fuse (208, 240, 480) [5]
SPD20KV	20KV Surge pack (10KV standard)
FAO	Field adjustable output [9,13]
DMG	0-10V dimming extend out back of housing for external control (control ordered separate) [9,13]
DS	Dual switching [9,14]

Shipped Installed

***Standalone and Networked Sensors/Controls (factory default settings, see table page 9)**

NLTAIR2	nLight AIR generation 2 [13,15,16]
PIRHN	Networked, Bi-Level motion/ambient sensor (for use with NLTAIR2) [13,14,17]

*Note: PIRHN with nLight Air can be used as a standalone dimming sensor with out-of-box settings or as a wireless networked solution. See factory default settings table. Sensor coverage pattern is affected when luminaire is tilted.

Shipped Separately (requires some field assembly)

EGS	External glare shield [6]
EGFV	External glare full visor (360° around light aperture) [7]
BS	Bird spikes [18]

Finish

DDBXD	Dark Bronze
DBLXD	Black
DNAXD	Natural Aluminum
DWHXD	White
DDBTXD	Textured Dark Bronze
DBLBXD	Textured Black
DNATXD	Textured Natural Aluminum
DWHGXD	Textured White

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Ordering Information

Accessories
Ordered and shipped separately.

RSX2HS	RSX2 House side shield (includes 2 shields)
RSX2EGS (FINISH) U	External glare shield (specify finish)
RSX2HSAFRR (FINISH) U	RSX2 House side shields for AFR rotated optics (includes 2 shields)
RSX2EGFV (FINISH) U	External glare full visor (specify finish)
RSXRPA (FINISH) U	RSX Universal round pole adaptor plate (specify finish)
RSXWBA (FINISH) U	RSX WBA wall bracket (specify finish) [1]
RSXSCB (FINISH) U	RSX Surface conduit box (specify finish, for use with WBA, WBA not included)
DLL127F 1.5 JU	Photocell -SSL twist-lock (120-277V) [19]
DLL347F 1.5 CUL JU	Photocell -SSL twist-lock (347V) [19]
DLL480F 1.5 CUL JU	Photocell -SSL twist-lock (480V) [19]
DSHORT SBK U	Shorting cap [19]

NOTES
1. Any Type 5 distribution, is not available with WBA.
2. MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
3. HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
4. XVOLT driver not available with P1. XVOLT driver operates on any line voltage from 277V-480V (50/60 Hz). XVOLT not available with fusing (SF or DF) and not available with PE or PEX.
5. Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
6. Maximum tilt is 90° above horizontal.
7. It may be ordered as an accessory.
8. Requires MVOLT or 347V.
9. Not available in combination with other light sensing control options (following options cannot be combined: PE, PEX, PER7, FAO, DMG, DS, PIRHN).
10. Requires 120V, 208V, 240V, or 277V.
11. Twistlock photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included. Dimming leads capped for future use.
12. For units with option PER7, the mounting must be restricted to +/- 45° from horizontal aim per ANSI C136.10-2010.
13. Two or more of the following options cannot be combined including DMG, DS, PER7, FAO and PIRHN.
14. DS only available on performance package P5 and P6.
15. Must be ordered with PIRHN.
16. Requires MVOLT or HVOLT.
17. Must be ordered with NLTAIR2. For additional information on PIRHN visit here.
18. Must be ordered with fixture for factory pre-drilling.
19. Requires luminaire to be specified with PER7 option. Ordered and shipped as a separate line item from Acuity Brands Controls.

External Shields

House Side Shield

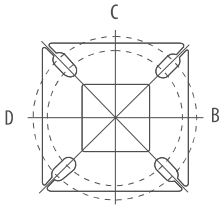
External Glare Shield

External 360 Full Visor

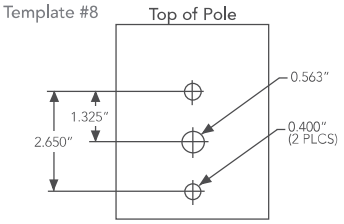
Pole/Mounting Informatiion

Accessories including bullhorns, cross arms and other adpaters are available under the accessories tab at Lithonia's Outdoor Poles and Arms product page. Click here to visit Accessories.

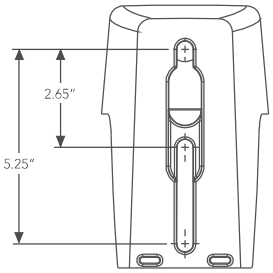
HANDHOLE ORIENTATION



RSX POLE DRILLING



RSX STANDARD ARM & ADJUSTABLE ARM



Round Tenon Mount - Pole Top Slipfitters

Tenon O.D.	RSX Mounting	Single	2 at 180°	2 at 90°	3 at 120°	3 at 90°	4 at 90°
2 - 3/8"	RPA, AARP	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 320	AS3-5 390	AS3-5 490
2 - 7/8"	RPA, AARP	AST25-190	AST25-280	AST25-290	AST25-320	AST25-390	AST25-490
4"	RPA, AARP	AST35-190	AST35-280	AST35-290	AST35-320	AST35-390	AST35-490

Drill/Side Location by Configuration Type

Drilling Template	Mounting Option	Single	2 @ 180	2 @ 90	3 @ 120	3 @ 90	4 @ 90
	Head Location	Side B	Side B & D	Side B & C	Round Pole Only	Side B, C & D	Side A, B, C & D
#8	Drill Nomenclature	DM19AS	DM28AS	DM29AS	DM32AS	DM39AS	DM49AS

RSX2 - Luminaire EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

Fixture Quantity & Mounting Configuration		Single	2 @ 90	2 @ 180	3 @ 90	3 @ 120	4 @ 90	2 Side by Side	3 Side by Side	4 Side by Side
Mounting Type	Tilt									
SPA - Square Pole Adaptor	0°	0.69	1.22	1.27	1.8	1.61	2.39	1.37	2.06	2.74
RPA - Round Pole Adaptor		0.74	1.27	1.37	1.9	1.71	2.49	1.42	2.16	2.84
MA - Mast Arm Adaptor		0.61	1.14	1.11	1.64	1.45	2.23	1.29	1.9	2.58
IS - Integral Slipfitter AASP/AARP - Adjustable Arm Square/Round Pole	0°	0.69	1.22	1.27	1.8	1.61	2.39	1.37	2.06	2.74
	10°	0.53	1.06	1.05	1.58	1.37	2.08	1.06	1.59	2.12
	20°	0.52	1.02	1.03	1.52	1.33	2.02	1.03	1.55	2.07
	30°	0.64	1.11	1.18	1.63	1.45	2.21	1.27	1.91	2.54
	40°	0.81	1.21	1.35	1.74	1.65	2.39	1.62	2.43	3.23
	45°	0.91	1.25	1.5	1.81	1.75	2.48	1.82	2.73	3.64
	50°	1.34	1.83	2.17	2.61	2.56	3.62	2.68	4.02	5.36
	60°	2.2	2.97	3.57	4.24	4.17	5.89	4.41	6.61	8.82
	70°	2.86	4.13	4.7	5.89	5.71	8.21	5.71	8.57	11.42
	80°	3.4	5.13	5.67	7.34	7.09	10.21	6.79	10.19	13.59
	90°	3.85	5.96	6.55	8.58	8.31	11.88	7.70	11.56	15.41

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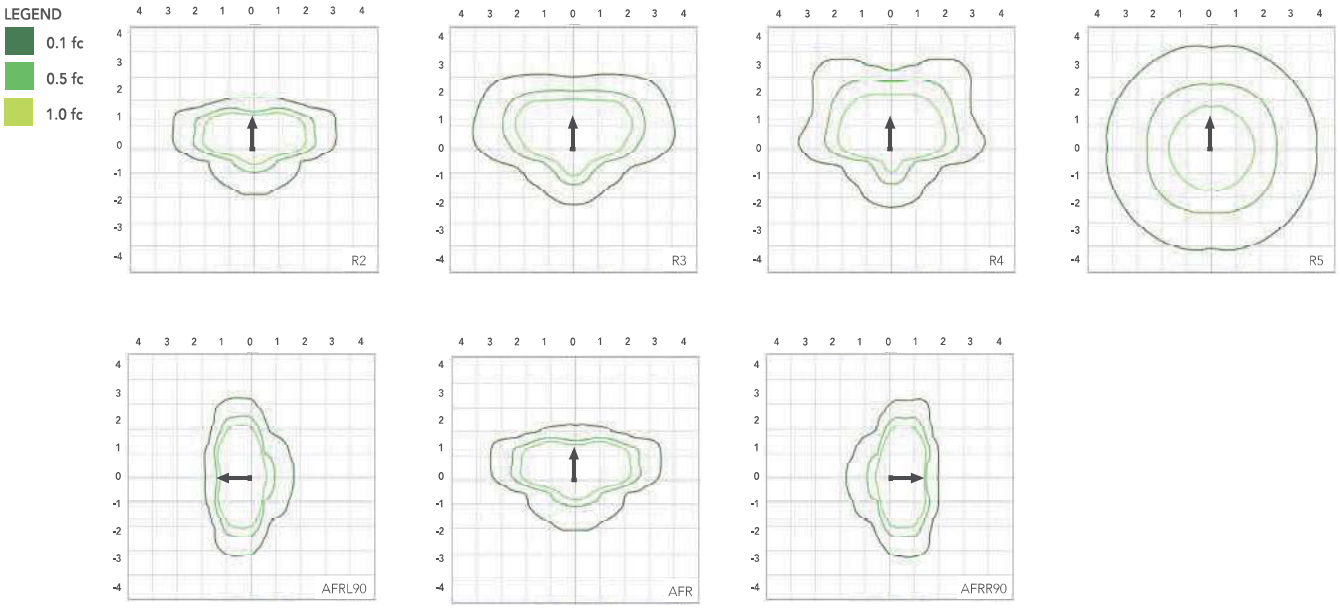
Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's RSX Area homepage.

Isofootcandle plots for the RSX2 LED P6 40K. Distances are in units of mounting height (30').



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-50°C (32-122°F).

Ambient	Ambient	Lumen Multiplier
0°C	32°F	1.05
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97
45°C	113°F	0.96
50°C	122°F	0.95

Electrical Load

		Current (A)					
Performance Package	System Watts (W)	120V	208V	240V	277V	347V	480V
P1	71W	0.59	0.34	0.30	0.26	0.20	0.15
P2	111W	0.93	0.53	0.46	0.40	0.32	0.23
P3	147W	1.23	0.70	0.61	0.53	0.42	0.31
P4	187W	1.55	0.90	0.78	0.68	0.53	0.38
P5	210W	1.75	1.01	0.87	0.76	0.60	0.44
P6	244W	2.03	1.17	1.01	0.88	0.70	0.51

Projected LED Lumen Maintenance

Operating Hours	50,000	75,000	100,000
Lumen Maintenance Factor	>0.97	>0.95	>0.92

Values calculated according to IESNA TM-21-11 methodology and valid up to 40°C.

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Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Performance Package	System Watts	Distribution. Type	30K (3000K, 70 CRI)					40K (4000K, 70 CRI)					50K (5000K, 70 CRI)				
			Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	71W	R2	10,040	2	0	1	139	11,031	2	0	1	153	11,031	2	0	1	153
		R3	10,005	2	0	2	141	10,992	2	0	2	155	10,992	2	0	2	155
		R3S	10,271	2	0	2	143	11,285	2	0	2	157	11,285	2	0	2	157
		R4	10,136	2	0	2	143	11,136	2	0	2	157	11,136	2	0	2	157
		R4S	9,779	2	0	2	138	10,744	2	0	2	151	10,744	2	0	2	151
		R5	10,271	4	0	2	145	11,285	4	0	2	159	11,285	4	0	2	159
		R5S	10,544	3	0	1	149	11,585	3	0	2	163	11,585	3	0	2	163
		AFR	10,026	2	0	1	141	11,016	2	0	1	155	11,016	2	0	1	155
		AFRR90	10,122	3	0	2	140	11,121	3	0	2	154	11,121	3	0	2	154
		AFRL90	10,164	3	0	2	141	11,167	3	0	2	155	11,167	3	0	2	155
P2	111W	R2	15,712	2	0	2	138	17,263	2	0	2	151	17,263	2	0	2	151
		R3	15,657	2	0	3	141	17,202	3	0	3	155	17,202	3	0	3	155
		R3S	16,075	2	0	2	141	17,661	2	0	2	155	17,661	2	0	2	155
		R4	15,862	2	0	3	143	17,427	2	0	3	157	17,427	2	0	3	157
		R4S	15,304	2	0	2	138	16,815	2	0	2	151	16,815	2	0	2	151
		R5	16,075	4	0	2	145	17,661	5	0	3	159	17,661	5	0	3	159
		R5S	16,502	4	0	2	149	18,130	4	0	2	163	18,130	4	0	2	163
		AFR	15,691	2	0	2	141	17,240	2	0	2	155	17,240	2	0	2	155
		AFRR90	15,841	3	0	3	139	17,404	4	0	3	153	17,404	4	0	3	153
		AFRL90	15,907	3	0	3	139	17,477	4	0	3	153	17,477	4	0	3	153
P3	147W	R2	19,855	3	0	2	132	21,814	3	0	2	145	21,814	3	0	2	145
		R3	19,785	3	0	3	135	21,737	3	0	4	148	21,737	3	0	4	148
		R3S	20,312	3	0	3	135	22,317	3	0	3	149	22,317	3	0	3	149
		R4	20,044	3	0	3	136	22,022	3	0	4	150	22,022	3	0	4	150
		R4S	19,339	3	0	3	132	21,247	3	0	3	145	21,247	3	0	3	145
		R5	20,313	5	0	3	138	22,317	5	0	3	152	22,317	5	0	3	152
		R5S	20,852	4	0	2	142	22,910	4	0	2	156	22,910	4	0	2	156
		AFR	19,828	3	0	2	135	21,785	3	0	2	148	21,785	3	0	2	148
		AFRR90	20,017	4	0	3	133	21,992	4	0	3	147	21,992	4	0	3	147
		AFRL90	20,101	4	0	3	134	22,084	4	0	3	147	22,084	4	0	3	147
P4	187W	R2	22,836	3	0	2	120	25,090	3	0	2	132	25,090	3	0	2	132
		R3	22,756	3	0	4	122	25,002	3	0	4	134	25,002	3	0	4	134
		R3S	23,363	3	0	3	123	25,668	3	0	3	135	25,668	3	0	3	135
		R4	23,054	3	0	4	123	25,329	3	0	4	135	25,329	3	0	4	135
		R4S	22,243	3	0	3	119	25,059	3	0	3	134	25,059	3	0	3	134
		R5	23,363	5	0	3	125	25,669	5	0	4	137	25,669	5	0	4	137
		R5S	23,983	4	0	2	128	26,350	4	0	2	141	26,350	4	0	2	141
		AFR	22,806	3	0	2	122	25,056	3	0	2	134	25,056	3	0	2	134
		AFRR90	23,023	4	0	3	121	25,295	4	0	3	133	25,295	4	0	3	133
		AFRL90	23,120	4	0	3	122	25,401	4	0	3	134	25,401	4	0	3	134
P5	210W	R2	26,141	3	0	2	122	28,721	3	0	2	135	28,721	3	0	2	135
		R3	26,049	3	0	4	124	28,620	3	0	4	136	28,620	3	0	4	136
		R3S	26,744	3	0	3	125	29,383	3	0	4	138	29,383	3	0	4	138
		R4	26,390	3	0	4	126	28,994	3	0	4	138	28,994	3	0	4	138
		R4S	25,462	3	0	3	121	27,974	3	0	3	133	27,974	3	0	3	133
		R5	26,744	5	0	4	127	29,383	5	0	4	140	29,383	5	0	4	140
		R5S	27,454	4	0	2	131	30,163	4	0	2	144	30,163	4	0	2	144
		AFR	26,106	3	0	2	124	28,682	3	0	2	137	28,682	3	0	2	137
		AFRR90	26,354	4	0	3	123	28,955	5	0	3	136	28,955	5	0	3	136
		AFRL90	26,465	4	0	3	124	29,077	5	0	3	136	29,077	5	0	3	136
P6	244W	R2	27,646	3	0	2	112	30,374	3	0	2	123	30,374	3	0	2	123
		R3	27,549	3	0	4	113	30,267	3	0	4	124	30,267	3	0	4	124
		R3S	28,283	3	0	3	115	31,075	3	0	4	126	31,075	3	0	4	126
		R4	27,909	3	0	4	114	30,663	3	0	4	126	30,663	3	0	4	126
		R4S	26,928	3	0	3	110	29,585	3	0	3	121	29,585	3	0	3	121
		R5	28,284	5	0	4	116	31,075	5	0	4	127	31,075	5	0	4	127
		R5S	29,035	4	0	2	119	31,900	5	0	3	131	31,900	5	0	3	131
		AFR	27,608	3	0	2	112	30,332	3	0	2	123	30,332	3	0	2	123
		AFRR90	27,872	4	0	3	113	30,622	5	0	3	124	30,622	5	0	3	124
		AFRL90	27,989	4	0	3	113	30,751	5	0	3	125	30,751	5	0	3	125

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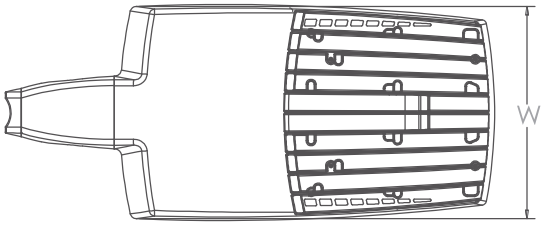
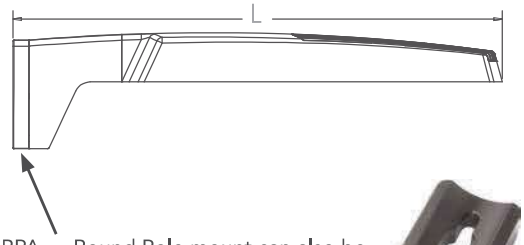
Dimensions & Weights

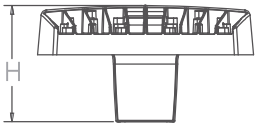
Luminaire Weight by Mounting Type

Mounting Configuration	Total Luminaire Weight
SPA	30 lbs
RPA	32 lbs
MA	30 lbs
WBA	33 lbs
WBASC	36 lbs
IS	33 lbs
AASP	33 lbs
AARP	35 lbs
AAWB	36 lbs
AAWSC	39 lbs

RSX2 with Round Pole Adapter (RPA)



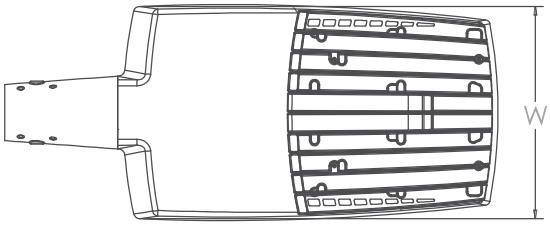


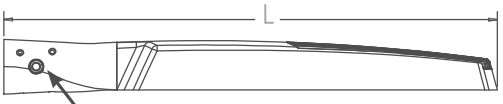


Length: 30.3" (77.0 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
7.2" (18.3 cm) Arm

Note: RPA — Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.

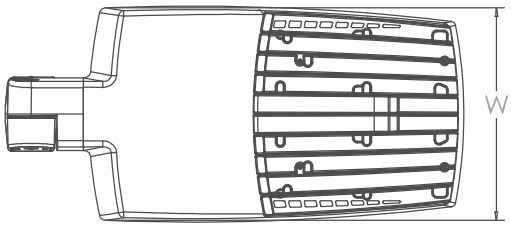
RSX2 with Mast Arm Adapter (MA)

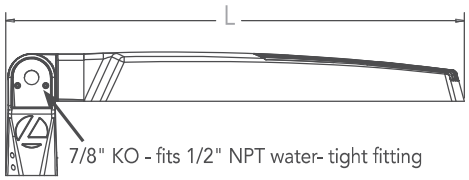


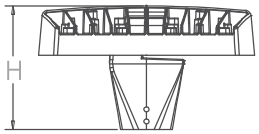


Length: 30.6" (77.7 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
3.5" (8.9 cm) Arm

RSX2 with Adjustable Slipfitter (IS)







Length: 28.3" (71.9 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
7.6" (19.3 cm) Arm

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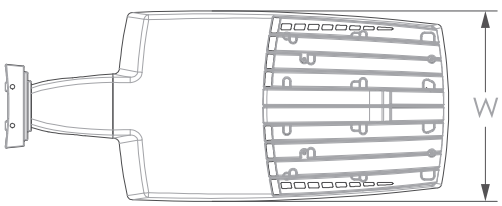
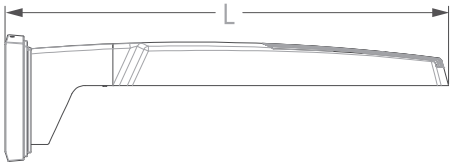
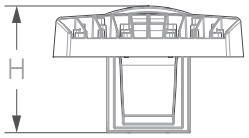
Dimensions

RSX2 with Wall Bracket (WBA)

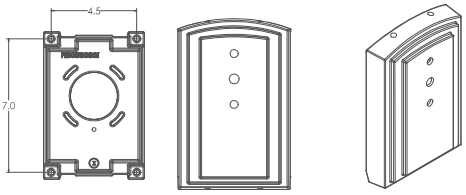




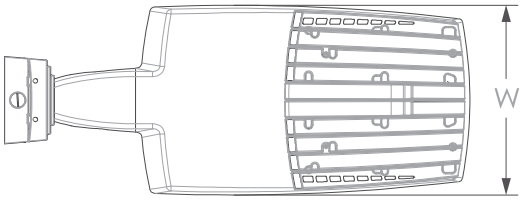


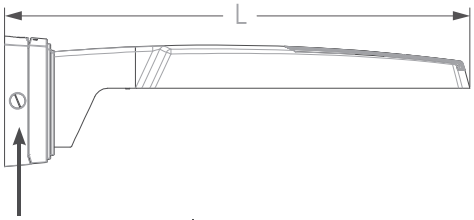
Length: 31.2" (79.2 cm)
Width: 13.4" (41.7 cm)
Height: 3.0" (7.6 cm) Main Body
8.9" (22.6 cm) Arm

Wall Bracket (WBA) Mounting Detail

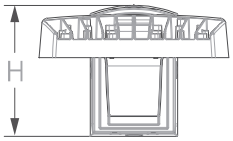


RSX2 with Wall Bracket with Surface Conduit Box (WBASC)



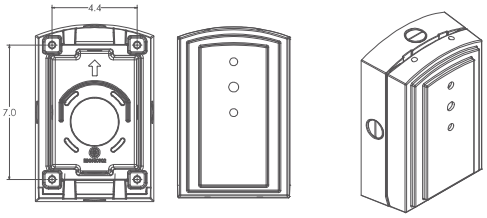


3/4" NPT taps with plugs - Qty (4) provided



Length: 32.8" (83.3 cm)
Width: 13.4" (41.7 cm)
Height: 3.0" (7.6 cm) Main Body
9.2" (23.4 cm) Arm

Surface Conduit Box (SCB) Mounting Detail



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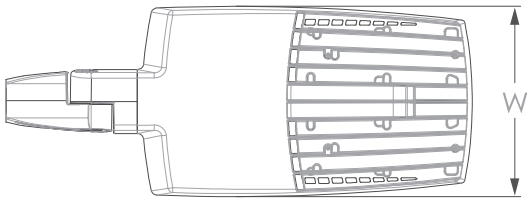
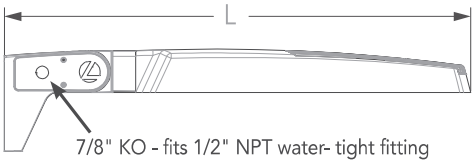
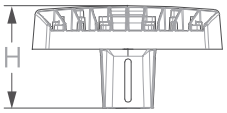
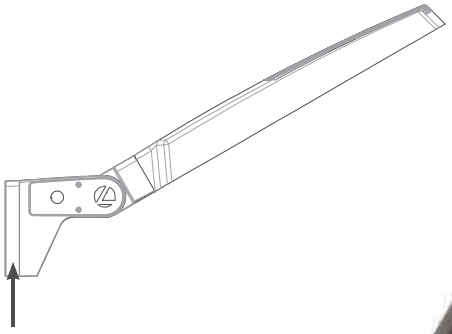
Dimensions

RSX2 with Adjustable Tilt Arm - Square or Round Pole (AASP or AARP)







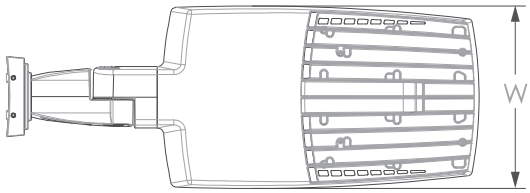


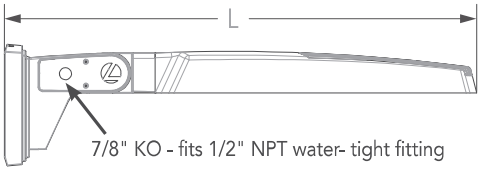
Length: 32.8" (83.3 cm) **AASP**
33.8" (85.9 cm) **AARP**
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
7.2" (18.2 cm) Arm

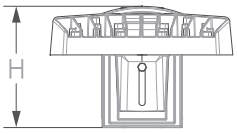
NOTE:
RPA - Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.

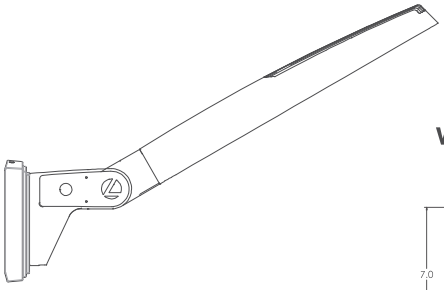
Notes
AASP: Requires 3.0" min. square pole for 1 at 90°. Requires 3.5" min. square pole for mounting 2, 3, 4 at 90°.
AARP: Requires 3.2" min. dia. round pole for 2, 3, 4 at 90°. Requires 3.0" min. dia. round pole for mounting 1 at 90°, 2 at 180°, 3 at 120°.

RSX2 with Adjustable Tilt Arm with Wall Bracket (AAWB)



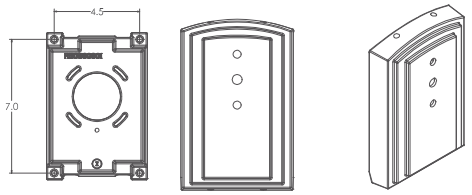






Length: 34.7" (88.0 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
8.9" (22.6 cm) Arm

Wall Bracket (WBA) Mounting Detail



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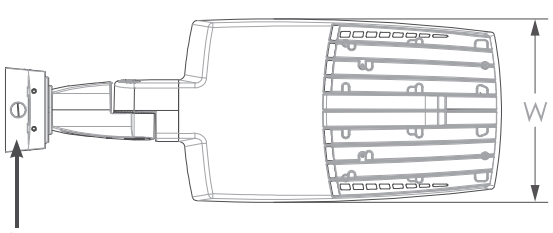
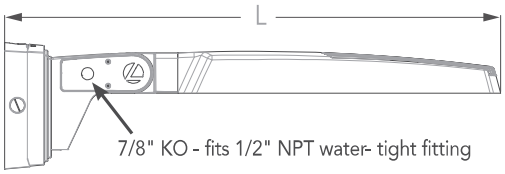
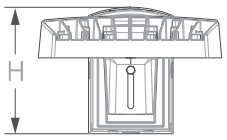
Dimensions

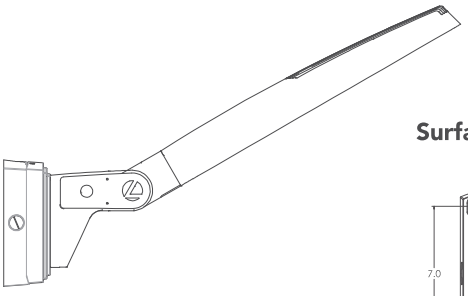
RSX2 with Adjustable Tilt Arm with Wall Bracket and Surface Conduit Box (AAWSC)



3/4" NPT taps with plugs - Qty (4) provided

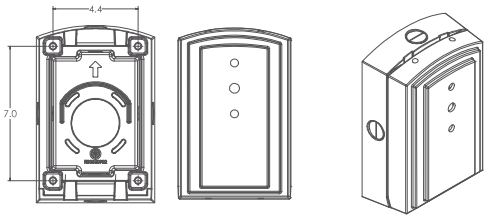




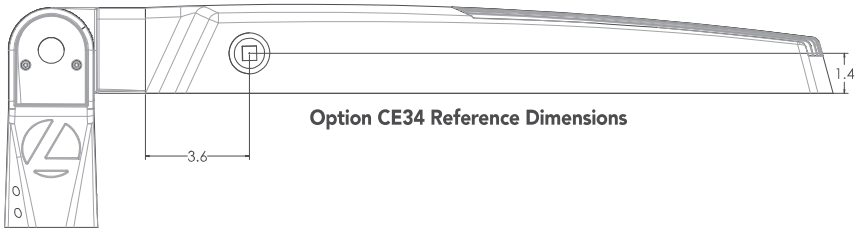


Length: 36.2" (91.9 cm)
Width: 13.4" (40.0 cm)
Height: 3.0" (7.6 cm) Main Body
9.2" (23.4 cm) Arm

Surface Conduit Box (SCB) Mounting Detail

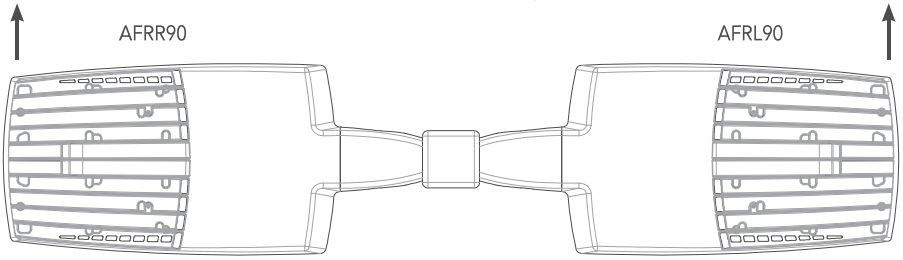


Additional Reference Drawings



Option CE34 Reference Dimensions

Automotive Front Row - Rotated Optics (AFRL90/R90)



(Example: 2@180 - arrows indicate direction of light exiting the luminaire)

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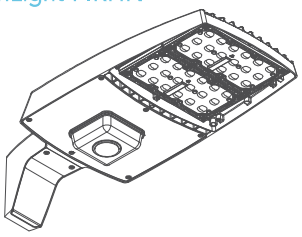
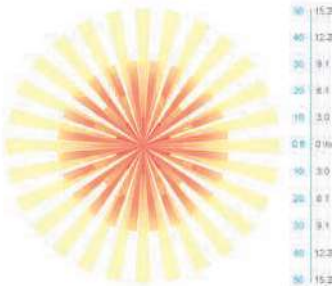
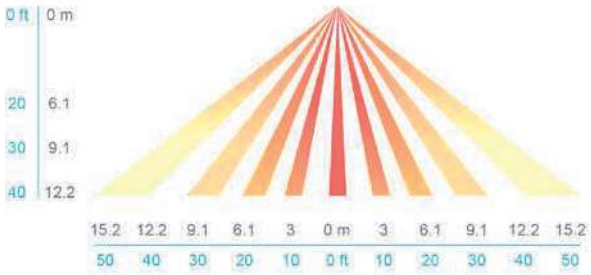
NLTAIR2 PIRHN nLight Sensor Coverage Pattern

nLight PIRHN





Top



Side

Motion Sensor Default Settings - Option PIRHN						
Option	Dimmed State (unoccupied)	High Level (when occupied)	Photocell Operation	Dwell Time (occupancy time delay)	Ramp-up Time (from unoccupied to occupied)	Ramp-down Time (from occupied to unoccupied)
NLTAIR2 PIRHN	Approx. 30% Output	100% Output	Enabled @ 1.5FC	7.5 minutes	3 seconds	5 minutes

*Note: NLTAIR2 PIRHN default settings including photocell set-point, high/low dim rates, and occupancy sensor time delay are all configurable using the Clairity Pro App. Sensor coverage pattern shown with luminaire at 0°. Sensor coverage pattern is affected when luminaire is tilted.

FEATURES & SPECIFICATIONS

INTENDED USE
The RSX LED area family is designed to provide a long-lasting, energy-efficient solution for the one-for-one replacement of existing metal halide or high pressure sodium lighting. The RSX2 delivers 11,000 to 31,000 lumens and is ideal for replacing 250W to 1000W HID pole-mounted luminaires in parking lots and other area lighting applications.

CONSTRUCTION AND DESIGN
The RSX LED area luminaire features a rugged die-cast aluminum main body that uses heat-dissipating fins and flow-through venting to provide optimal thermal management that both enhances LED performance and extends component life. Integral "no drill" mounting arm allows the luminaire to be mounted on existing pole drillings, greatly reducing installation labor. The light engines and housing are sealed against moisture and environmental contaminants to IP66. The low-profile design results in a low EPA, allowing pole optimization. Vibration rated per ANSI C136.31: 3G Mountings: Include SPA, RPA, MA, IS, AASP, AARP rated for 3G vibration. 1.5G Mountings: Include WBA, WBASC, AAWB and AAWSC rated for 1.5G vibration.

FINISH
Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures superior adhesion as well as a minimum finish thickness of 3 mils. The result is a high-quality finish that is warrantied not to crack or peel.

OPTICS
Precision acrylic refractive lenses are engineered for superior application efficiency, distributing the light to where it is needed most. Available in short and wide pattern distributions including Type 2, Type 3, Type 3S, Type 4, Type 4S, Type 5, Type 5S, AFR (Automotive Front Row) and AFR rotated AFRR90 and ARFL90.

ELECTRICAL
Light engine(s) configurations consist of high-efficacy LEDs mounted on metal-core circuit boards and aluminum heat sinks to maximize heat dissipation. Light engines are IP66 rated. LED lumen maintenance is >L92/100,000 hours. CCT's of 3000K, 4000K and 5000K (minimum 70 CRI) are available. Class 1 electronic drivers ensure system power factor >90% and THD <20%. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS
The RSX LED area luminaire has a wide assortment of control options. Dusk to dawn controls include MVOLT and 347V button-type photocells and NEMA twist-lock photocell receptacles.

nLIGHT AIR CONTROLS
The RSX LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing with photocontrol functionality and is suitable for mounting heights up to 40 feet. No commissioning is required when using factory default settings that provide basic stand-alone motion occupancy dimming that is switched on and off with a built-in photocell. See chart above for motion sensor default out-of-box settings. For more advanced wireless functionality, such as group dimming, nLight AIR can be commissioned using a smartphone and the easy-to-use CLAIRITY app. nLight AIR equipped luminaries can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclypse. Additional information about nLight Air can be found here.

INSTALLATION
Integral "no-drill" mounting arm allows for fast, easy mounting using existing pole drillings. Select the "SPA" option for square poles and the "RPA" option to mount to round poles. Note, the RPA mount can also be used for mounting to square poles by omitting the RPA adapter plate. Select the "MA" option to attach the luminaire to a 2 3/8" horizontal mast arm or the "IS" option for an adjustable slipfitter that mounts on a 2 3/8" OD tenon. The adjustable slipfitter has an integral junction box and offers easy installation. Can be tilted up to 90° above horizontal. Additional mountings are available including a wall bracket, adjustable tilt arm for direct-to-pole and wall and a surface conduit box for wall mount applications.

LISTINGS
CSA Certified to meet U.S. and Canadian standards. Suitable for wet locations. Rated for -40°C minimum ambient. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY
5-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

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Catalog Number	
Notes	
Type	

Contractor Select™

COMPACT PRO™

LED Round High Bay

The Compact Pro High Bay (CPRB) is a budget-oriented high bay designed specifically with the contractor in mind. Its compact design makes it easier and quicker to install. Compact Pro is built with quality to last and performance to meet the needs of the job, making it the best choice for affordable and reliable light-duty industrial applications like warehouses, gymnasiums, and multiple purpose rooms.

FEATURES:

- Compact design saves time and money during installation.
- Patent pending innovative control lens.
- Robust 6kV surge protection per ANSI standards for Industrial environments.
- Operates up to 55°C ambient.
- Standard with permanently attached die-cast aluminum hook with safety latch. Patent pending. Also includes 7' safety chain.
- 0-10V dimming driver standard for 10% to 100% dimming capabilities.

Catalog number	UPC	Description	Lumens	Input watts	Color temperature	Color rendering	Voltage	Distribution	Pallet Qty.
CPRB 18LM MVOLT 40K 80CRI DWH	00196182615429	LED Round High Bay	18,000	132	4000K	80	120-277	Medium	132
CPRB 24LM MVOLT 40K 80CRI DWH	00196182615498	LED Round High Bay	24,000	175	4000K	80	120-277	Medium	66
CPRB AL013 UVOLT SWW9 80CRI DWH	00196182615023	LED Round High Bay	12000/15000/18000	83/106/132	4000/5000K	80	120-347	Medium	132
CPRB AL013 UVOLT SWW9 80CRI DBL	00196182615054	LED Round High Bay	12000/15000/18000	83/106/132	4000/5000K	80	120-347	Medium	132
CPRB AL014 UVOLT SWW9 80CRI DWH	00196182615061	LED Round High Bay	21000/24000/27000	148/175/195	4000/5000K	80	120-347	Medium	66
CPRB AL014 UVOLT SWW9 80CRI DBL	00196182615078	LED Round High Bay	21000/24000/27000	148/175/195	4000/5000K	80	120-347	Medium	66

Accessories: *Order as separate catalog number.*

Mounting:

CPRBSMB	Surface mount bracket (galvanized)
JEBLMTG ADAPTER M12	3/4" reducer
LPM	Loop, male, damp location
JCBLSC120	10' safety cable
JCBLSC240	20' safety cable

CS CONTRACTOR SELECT™

LITHONIA LIGHTING

Specifications

INTENDED USE:

Ideal one-for-one replacement of conventional lighting systems such as HID and fluorescent. For use in light Industrial applications such as, warehousing, gymnasiums, multi-purpose rooms, and other large indoor spaces. **Certain airborne contaminants can diminish integrity of acrylic and/or polycarbonate. Click here for Acrylic-Polycarbonate Compatibility table for suitable uses.**
Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.

CONSTRUCTION:

Cast driver housing gives superior thermal performance. Patent pending polycarbonate lens diffuses light source and reduces glare while protecting LEDs and providing medium distribution. Available in two sizes with optional switchable lumens (12000/15000/18000 or 21000/24000/27000) and color temperatures (4000K/5000K). Static lumen and color temperature versions also available. Field installable sensors available.

FINISH:

Black and white finishes available on switchable units and static available in white only.

ELECTRICAL:

70% lumen maintenance at > 54,000 hours. Thermally protected driver standard with 0-10V dimming allowing for 10% to 100% dimming capability. Fixture comes standard with 6' power cord and 6' low voltage dimming cord. Luminaire surge protection level: designed to withstand up to 6kV/3kA per ANSI C82.77-5-2015 Multi-volt driver, 120-277V standard for static versions. UVOLT driver, 120-347V standard with switchable versions.

INSTALLATION:

Compact Pro™ package includes patent pending permanently attached hook with safety latch safety hook and 7' galvanized safety cable. 3/4" reducer available for stem or hook mounting. Optional surface mount bracket also available.

LISTINGS:

CSA listed. Damp location listed. IP54 rated. Designed for use in ambient temperatures ranging from -40°C to 55°C when suspended 18" off ceiling; with the exception of ALO14 which has a -37° C starting temperature.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

Lumens package	Length	Width	Depth	Weight
	Dimensions shown in inches (centimeters)			Shown in pounds (kg)
18LM	12.98	12.98	3.16	5
24LM	15.14	15.14	3.35	6.1
ALO13	12.98	12.98	3.16	5
ALO14	15.14	15.14	3.35	6.1

Field installable sensors*	Utilizes sensor
CPRBSNSR MSD7 0V DWH KIT	MSD 7 WH 0V
CPRBSNSR MSD7 5V DWH KIT	MSD 7 WH 5V
CPRBSNSR MSD7 ADC 0V DWH KIT	MSD 7 ADC WH 0V
CPRBSNSR MSD7 ADC 5V DWH KIT	MSD 7 ADC WH 5V
CPRBSNSR MSD ADC 0V DWH KIT	MSD ADC WH 0V
CPRBSNSR MSD ADC 5V DWH KIT	MSD ADC WH 5V
CPRBSNSR MSD7 0V DBL KIT	MSD 7 WH 0V
CPRBSNSR MSD7 5V DBL KIT	MSD 7 WH 5V
CPRBSNSR MSD7 ADC 0V DBL KIT	MSD 7 ADC WH 0V
CPRBSNSR MSD7 ADC 5V DBL KIT	MSD 7 ADC WH 5V
CPRBSNSR MSD ADC 0V DBL KIT	MSD ADC WH 0V
CPRBSNSR MSD ADC 5V DBL KIT	MSD ADC WH 5V
CPRBSNSR RMSOD7 DWH KIT	RMSOD 7 ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD7 DBL KIT	RMSOD 7 BW ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD45 DWH KIT	RMSOD 45 ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD45 DBL KIT	RMSOD 45 BW ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD45A DWH KIT	RMSOD 45A ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD45A DBL KIT	RMSOD 45A BW ZT EXTDB 90D 50FC G2 J100

* All sensor kits include sensor mounting plate in white (DWH) or black(DBL) to match your fixture.

ACCESSORIES

LPM

3/4" mounting adapter

CPRBSMB

Catalog Number	
Notes	
Type	

Contractor Select™

COMPACT PRO™

LED High Bay

The Compact Pro High Bay (CPHB) is a budget-oriented high bay designed specifically with the contractor in mind. Its compact design makes it easier and quicker to install. Compact Pro is built with quality to last and performance to meet the needs of the job, making it the best choice for affordable and reliable light-duty industrial applications like warehouses.

FEATURES:

- Compact design saves time and money during installation
- Innovative Glare Control lens meets new DLC 5.1 standards
- Robust 6kV surge protection standard per ANSI standards for Industrial environments
- Operates up to 55°C ambient
- Includes mounting hardware (V-hook & 36" hanger chain)

Catalog Number	UPC	Description	Lumens	Input Watts	Color Temperature	Color Rendering	Voltage	Distribution	Pallet Qty.
CPHB 12LM MVOLT 40K	00194994608325	14" LED High Bay	12,261	88	4000 K	80 CRI	120-277V	Medium	204
CPHB 12LM MVOLT 50K	00194994429548	14" LED High Bay	12,342	88	5000 K	80 CRI	120-277V	Medium	204
CPHB 15LM MVOLT 40K	00194994429562	14" LED High Bay	14,857	104	4000 K	80 CRI	120-277V	Medium	204
CPHB 15LM MVOLT 50K	00194994429593	14" LED High Bay	14,955	104	5000 K	80 CRI	120-277V	Medium	204
CPHB 18LM MVOLT 40K	00194994608295	14" LED High Bay	18,364	134	4000 K	80 CRI	120-277V	Medium	204
CPHB 18LM MVOLT 50K	00194994429630	14" LED High Bay	18,485	134	5000 K	80 CRI	120-277V	Medium	204
CPHB 24LM MVOLT 40K	00194994429685	22" LED High Bay	24,890	174	4000 K	80 CRI	120-277V	Medium	102
CPHB 24LM MVOLT 50K	00194994429753	22" LED High Bay	25,054	174	5000 K	80 CRI	120-277V	Medium	102
CPHB 30LM MVOLT 40K	00194994429746	22" LED High Bay	30,298	214	4000 K	80 CRI	120-277V	Medium	102
CPHB 30LM MVOLT 50K	00194994429784	22" LED High Bay	30,498	214	5000 K	80 CRI	120-277V	Medium	102
CPHB ALO13 MVOLT SWW9 80CRI DWH	00196183428561	14" LED High Bay	12000/15000/18000	89/115/140	4000K/5000K	80CRI	120-277V	Medium	204
CPHB ALO16 MVOLT SWW9 80CRI DWH	00196183428578	22" LED High Bay	24000/27000/30000	177/205/222	4000K/5000K	80CRI	120-277V	Medium	102

More configurations are available. Click here or visit www.acuitybrands.com and search for CPHB.

Accessories: *Order as separate catalog number.*

Mounting:

IBAC120 M100	Aircraft cable 10' with hook (one pair)
IBAC240 M75	Aircraft cable 20' with hook (one pair)
IBHMP	Hook monopoint
CPHBPMPSM	Pendant Monopoint splice box with 3/4" hub (for 12LM - 18LM) ‡
CPHBPMPMD	Pendant Monopoint splice box with 3/4" hub (for 24LM - 30LM) ‡
ZACVH	Aircraft 10' V hanger (one pair)
THUN J2	Surface mount bracket ‡

Wire guards:

WGCPHBSM	Wire guard for CPHB (12LM - 18LM)
WGCPHBMD	Wire guard for CPHB (24LM - 30LM)

‡ Option Value Ordering Restrictions

Option value	Restriction
CPHBPMPSM/MD	Pendant monopoint splice boxes will require wiring from access plate to splice box KO if power is being dropped through pendant conduit. Fixture does not have a KO in center to pull power out of driver channel through splice box
THUN J2	Order quantity required in multiples of 2. 12LM - 18LM requires one per fixture, 24LM - 30LM require two per fixture.

CS CONTRACTOR SELECT™

LITHONIA LIGHTING®

Specifications

INTENDED USE:

Ideal one-for-one replacement of conventional lighting systems such as HID and fluorescent. For use in light Industrial applications such as warehousing and other large indoor spaces with mounting heights ranging from 10' – permitted. **Certain airborne contaminants can diminish integrity of acrylic and/or polycarbonate. Click here for Acrylic-Polycarbonate Compatibility table for suitable uses. Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.**

CONSTRUCTION:

Extruded aluminum channels enable superior thermal performance.

Glare Control Lens diffuses light source and reduces glare while protecting LEDs.

Lens meets DLC 5.1 standards for UGR (Unified Glare Rating)

Available in two sizes with optional switchable lumens (12000/15000/18000 or 24000/27000/30000) and color temperatures (4000K/5000K).

ELECTRICAL:

70% lumen maintenance at > 100,000 hours.

Thermally protected driver standard with 0-10V dimming.

Luminaire surge protection level: designed to withstand up to 6kV/3kA per ANSI C82.77-5-2015.

Multi-volt driver, 120-277V standard.

INSTALLATION:

Fixture package includes V-hanger hardware kit with 2- V-hanger brackets and 2- 36" chain lengths.

Fixture is suitable for mounting by chain, cable, surface-mount bracket, or hook monopoint. Surface mounting available using optional THUN surface mount bracket (order separately). Designed for use in ambient temperatures ranging from -40°C to 55°C when suspended 18" off ceiling. Max operating temperature of 45°C when surface mounted.

LISTINGS:

CSA listed. Damp location listed.

DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

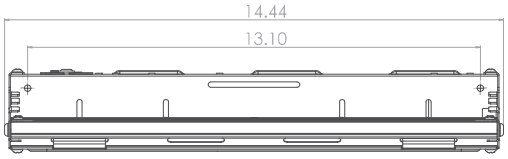
WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

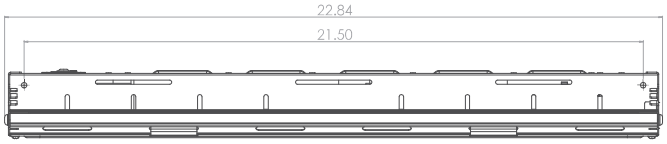
Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

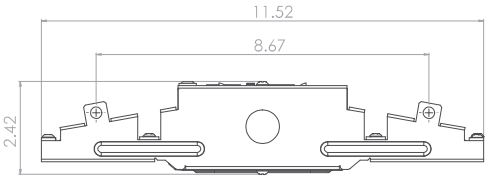
All dimensions are inches (centimeters) unless otherwise indicated.



Side View: CPHB 12LM, 15LM, 18LM, ALO13



Side View: CPHB 24LM, 30LM, ALO16



End View: CPHB 12LM, 15LM, 18LM, 24LM, 30LM, ALO13, ALO16

Lumen package	Length	Width	Depth	Weight
	Dimensions shown in inches (centimeters)			Shown in pounds (kg)
12000LM	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	5 (2.2)
15000LM	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	5 (2.2)
18000LM	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	6.5 (2.9)
24000LM	22.8 (57.9)	11.5 (29.2)	2.3 (5.8)	8 (3.6)
30000LM	22.8 (57.9)	11.5 (29.2)	2.3 (5.8)	8 (3.6)
ALO13	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	6.6 (3.0)
ALO16	22.8 (57.9)	11.5 (29.2)	2.3 (5.8)	8.1 (3.7)

Nomenclature	Lumen Package	CCT	Lumens	Wattage	Efficacy
CPHB ALO13 MVOLT SWW9 80CRI DWH	12000LM	4000K	12272	89	138
		5000K	12465	89	140
	15000LM	4000K	15117	112	135
		5000K	15248	112	136
	18000LM	4000K	18265	138	132
		5000K	18395	138	133
CPHB ALO16 MVOLT SWW9 80CRI DWH	24000LM	4000K	24193	176	138
		5000K	24415	177	138
	27000LM	4000K	27345	202	135
		5000K	27679	204	136
	30000LM	4000K	29578	221	134
		5000K	29755	222	134

Classic Series
Medium Wall Light

PROJECT INFORMATION	
JOB NAME	
FIXTURE TYPE	Medium Wall Light
CATALOG NUMBER	
APPROVED BY	

SPECIFICATIONS

Construction:
Rugged traditional aluminum die cast housing provides proven environmental protection for LED modules. Traditional fixture designs provide a familiar look and standard installation requirements. Retaining this look allows the ability to upgrade fixtures gradually, while retaining the same overall fixture appearance throughout a facility.

Glare Free:
Positioning of the LED modules within the housing result in light directed to desired locations and eliminates offensive light.

Lens:
Borosilicate glass lens assembly is designed to provide high efficiency and to target the light where needed to satisfy outdoor lighting requirements.

Positioning of the LEDs (along with Patent Pending thermal management system) results in the light being directed to desired locations eliminating glare and offensive light.

Thermal Management:
Atlas' Patent Pending exclusive Thermal Management System™ features a unique internal design that allows for lower operating temperatures which results in a brighter, whiter light, more stable color and longer LED and driver life.

Listings:
Luminaire is certified to UL/cUL Standards for Wet Locations

DesignLights Consortium qualified luminaire, eligible for rebates from DLC member utilities. [2]*See chart on other next page for qualifying products.*

AC Input: 120/208/240/277V 347/480V

Lifespan: 200,000+ hrs.[1]

Driver:
Constant current, Class 2, 120-277 VAC, 50-60 Hz
High Efficiency – min. 88%z
0-10 V Dimming

LEDs:
3000K, 4000K, 4500K, 5000K CCT Fixed |
4000K, 4500K, 5000K CCT Selectable
Epoxy Guard™ protective conformal coated boards
Atlas LEDs provide higher lumen output, greater energy efficiency and more reliable fixture performance.

Testing:
Atlas LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 & LM-80.

Warranty: Five-year limited warranty

Installation:
Fixture retains the same knock-out sizes and positions as previous models, reducing wiring costs.

Emergency Back-up: For factory installed Emergency Back-Up add suffix EB to part number.

480 Volt: For 480V add suffix 4 to part number.

MANUFACTURED & TESTED IN USA

DLC LISTED

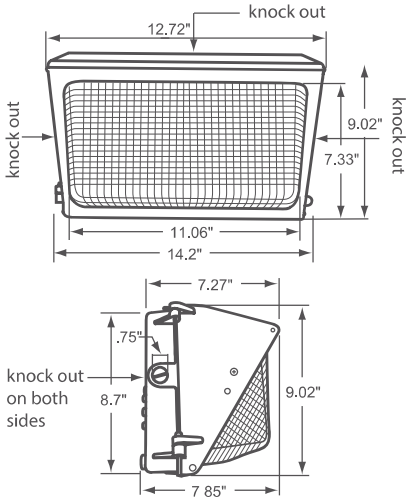
c UL us LISTED

5 YEAR WARRANTY

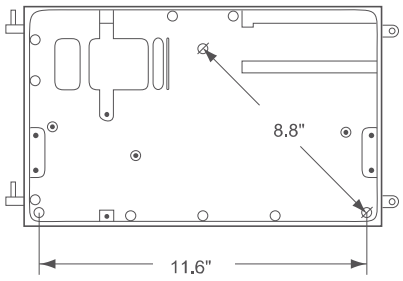
BUY AMERICAN COMPLIANT*

DIMENSIONS

Weight: 9.25 lbs.



MOUNTING DETAIL



[1]*LED Lifespan Based Upon LM-70 Test Results*

Rebates and Incentives are available in many areas.
Contact an Atlas Representative for more information.

Atlas Lighting Products, Inc.
PO Box 2348 | Burlington, NC 27216
800-849-8485 | fax: 1-855-847-2794 | www.atlasled.com

*The majority of Atlas Lighting Products are assembled in USA facilities by an American Workforce utilizing both Domestic and Foreign components. Meets Buy American requirements within the ARRA.

Classic Series
Medium Wall Light

ORDERING INFORMATION

WLM	S	3-9L					
PRODUCT SERIES	SELECTABLE	LUMEN PACKAGE	COLOR TEMP.	CONTROLS	VOLTAGE	FIXTURE COLOR	OPTIONS
WLM = Medium Wall Light	blank = Fixed	43LED = 43 Watts 64LED = 64 Watts 80LED = 80 Watts	Blank = 4500K 3K = 3000K 4K = 4000K 5K = 5000K	Blank = Dimming (0-10V) PC = 120V Photocontrol PM = 120-277V Photocontrol	Blank = 120-277 4 = 347/480* *LP only*	Blank = Bronze WT = White* BK = Black* *optional with adder*	EB = Emergency Back-up SP = Surge Protection
	S = Selectable	3-9L = 2,500, 5,500, 7,500, 9,000 Lumens Selectable	blank = Selectable (4000K, 4500K, 5000K)	blank = 120-277V Photocontrol Installed LP = Less Photocontrol			

PERFORMANCE DATA

FIXED

UNIT	CRI	3000K CCT		4000K CCT		4500K CCT		5000K CCT		WATTS	BUG RATING	REPLACES UP TO
		DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)			
43LED	80	3,908	96	5,276	122	5,726	122	5,308	122	44	B1-U3-G3	175W MH
64LED	80	5,699	92	5,699	92	6,793	113	6,793	113	62	B1-U4-G3	400W MH
80LED	80	8,615	109	8,615	109	8,615	109	8,875	113	79	B2-U4-G4	400W MH

SELECTABLE

UNIT	CRI	Selectable 4000K CCT		Selectable 4500K CCT		Selectable 5000K CCT		WATTS	BUG RATING	REPLACES UP TO
		DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)			
3L - 9L	80	2,601	120	2,704	125	2,602	121	22	B2-U4-G4	400W MH
	80	5,513	126	5,732	131	5,516	126	44		
	80	7,892	123	8,205	127	7,896	123	64		
	80	9,128	120	9,490	130	9,133	120	76		

DLC PRODUCT INFORMATION

UNIT	3000K CCT		4000K CCT		4500K CCT		5000K CCT	
	DLC PRODUCT ID	CLASSIFICATION	DLC PRODUCT ID	CLASSIFICATION	DLC PRODUCT ID	CLASSIFICATION	DLC PRODUCT ID	CLASSIFICATION
WLM43LED	n/a	n/a	PT0VHUH7	Standard	PDG4N6GHG	Standard	P2LGOBS9	Standard
WLM64LED	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
WLM80LED	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

UNIT	DLC PRODUCT ID	CLASSIFICATION
WLMS3-9L	PPJRDDGX	Standard

Atlas Lighting Products, Inc.
PO Box 2348 | Burlington, NC 27216
800-849-8485 | fax: 1-855-847-2794 | www.atlasled.com

The majority of Atlas Lighting Products are assembled in USA facilities by an American Workforce utilizing both Domestic and Foreign components. Meets Buy American requirements within the ARRA.

Classic Series
Large Wall Light

PROJECT INFORMATION

JOB NAME	
FIXTURE TYPE	Classic Large Wall Light
CATALOG NUMBER	
APPROVED BY	

SPECIFICATIONS

Construction:
Rugged traditional aluminum die cast housing provides proven environmental protection for LED modules. Traditional fixture designs provide a familiar look and standard installation requirements. Retaining this look allows the ability to upgrade fixtures gradually, while retaining the same overall fixture appearance throughout a facility.

Glare Free:
Positioning of the LED modules within the housing result in light directed to desired locations and eliminates offensive light.

Lens:
Lens assembly is designed to provide high efficiency and to target the light where needed to satisfy outdoor lighting requirements.

Positioning of the LEDs (along with Patent Pending thermal management system) results in the light being directed to desired locations eliminating glare and offensive light.

Listings:
Luminaire is certified to UL/cUL Standards for Wet Locations

DesignLights Consortium qualified luminaire, eligible for rebates from DLC member utilities. [2]*See chart on other next page for qualifying products.*

AC Input: 120/208/240/277V 347/480V

Lifespan: 200,000+ hrs.[1]

Driver:
Constant current, Class 2, 120-277 VAC, 50-60 Hz
High Efficiency – min. 86%

Selectable Lumens and CCT:
Atlas selectable wall lights are quick and easy to select and set up. Selectable lumens range in 4,000 (30W), 7,500 (57W) / 11,000 (86W), 13,000 (102W).

Selectable CCTs: 4000K, 4500K, and 5000K.

LEDs:
Available in 3000K, 4000K, 4500K and 5000K CCT Fixed | 4000K, 4500K, 5000K CCT Selectable
Atlas LEDs provide higher lumen output, greater energy efficiency and more reliable fixture performance.

Reduced Glare:
Positioning of the LED modules within the housing result in light directed to desired locations and reduces offensive light.

Testing:
Atlas LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 & LM-80.

Warranty: Five-year limited warranty

Installation:
Fixture retains the same knock-out sizes and positions as previous models, reducing wiring costs.

Emergency Back-up: For factory installed Emergency Back-Up add suffix EB to part number.

[1]*LED Life Span Based Upon LM-70 Test Results*
[2]*Emergency Back-Up requires larger back housing. Contact Atlas for more details.*

MANUFACTURED & TESTED IN USA

DLC LISTED [2]

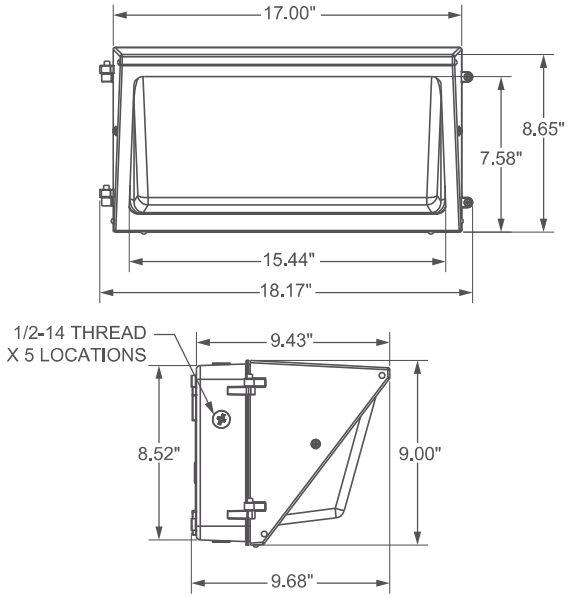
c UL us LISTED

5 YEAR WARRANTY

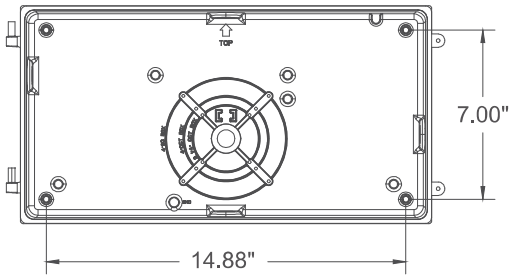
BUY AMERICAN COMPLIANT*

DIMENSIONS

Weight: 9.25 lbs.



MOUNTING DETAIL



Rebates and Incentives are available in many areas.
Contact an Atlas Representative for more information.

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Classic Series
Large Wall Light

ORDERING INFORMATION

WLD	S	4-13L					
PRODUCT SERIES	SELECTABLE	LUMEN PACKAGE	COLOR TEMP.	CONTROLS	VOLTAGE	FIXTURE COLOR	OPTIONS
WLD = Large Wall Light	blank = Fixed	64LED = 64 Watts 86LED = 86 Watts 120LED = 120 Watts	Blank = 4500K 3K = 3000K 4K = 4000K 5K = 5000K	Blank = Dimming (0-10V) PC = 120V Photocontrol PM = 120-277V Photocontrol	Blank = 120-277 4 = 347/480* *LP only	Blank = Bronze WT = White* BK = Black* *optional with adder	EB = Emergency Back-up SP = Surge Protection
	S = Selectable	4-13L = 4,000, 7,500, 11,000 13,000 Lumens Selectable	blank = Selectable (4000K, 4500K, 5000K)	blank = 120-277V Photocontrol Installed LP = Less Photocontrol	Blank = 120-277 4 = 347/480* *LP only		

PERFORMANCE DATA

FIXED

Unit	CRI	3000K CCT		4000K CCT		4500K CCT		5000K CCT		Watts	Replaces up to
		Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)		
64LED	80	7,168	117	7,168	117	7,168	117	7,662	126	62	400W MH
86LED	80	9,120	109	9,120	109	9,120	109	9,120	109	84	400W MH
120LED	80	12,510	106	13,170	114	13,170	114	13,170	114	118	400W MH

SELECTABLE

Lumen Package	CRI	Selectable 4000K CCT		Selectable 4500K CCT		Selectable 5000K CCT		Watts	Replaces up to
		Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)	Delivered Lumens	Efficacy (LPW)		
4L - 13L	70	3,897	134	4,073	139	3,889	133	29	1000W MH
	70	7,688	135	8,034	141	7,672	134	57	
	70	11,136	130	11,638	136	11,113	130	86	
	70	12,891	126	13,472	138	12,864	126	102	

DLC PRODUCT INFORMATION

Unit	3000K CCT		4000K CCT		4500K CCT		5000K CCT	
	DLC Product ID	Classification	DLC Product ID	Classification	DLC Product ID	Classification	DLC Product ID	Classification
FIXED								
WLD64LED	PLDHU776	Standard	PTKZCYS3	Standard	PATPE48EN	Standard	POLJ214Q	Standard
WLD86LED	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
WLD120LED	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

SELECTABLE

Unit	DLC Product ID	Classification
WLDS4-13L	PH9T7MLJ	Standard

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800-849-8485 | fax: 1-855-847-2794 | www.atlasled.com

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Catalog Number	
Notes	
Type	

ESXF1 P0 knuckle mount

ESXF1 knuckle mount

ESXF2 knuckle mount

ESXF3 slipfitter mount

ESXF4 slipfitter mount

Contractor Select™

ESXF LED

Floodlights Adjustable+Switchable+Photocell

The Lithonia Lighting® ESXF LED floodlight is a general-purpose flood that offers a wide selection of options and flexibility. Easy access to adjustable lumen output, color switching, and a selectable photocell turns the ESXF into the fixture you need on the spot. With its wide flood (7x7) distribution and DLC performance, the ESXF is a cost-effective solution, great for illuminating yards, driveways, signage, patios, warehouses, and security applications.

FEATURES:

- Four sizes deliver 1,500 up to 20,000 lumens
- Three power levels of adjustable lumen output. Switchable CCT(30K/40K/50K) offers warm, cool and daylight in a single fixture
- Standard photocell can be turned on or off
- IP66 rated, Die-cast aluminum housing
- Two popular mounting options included
- up to 171 LPW

Adjustable Lumen Output ALO

Switchable CCT SWW2

Dusk-to-Dawn Operation PE

DLC LISTED · IP66 · LED · SP C US · WET LOCATION™ · 5 YEAR warranty

Catalog Number	Adjustable Lumen Output ALO			Switchable CCT SWW2	Dusk-to-Dawn Operation PE	Input Voltage	Included Mounting Options	CRI
ESXF1 P0 SWW2 THK DDB	2500L			Switchable 3000K, 4000K, 5000K	Included Standard, Selectable On/Off	120-277V	Knuckle Only, mounting plate	80CRI
ESXF1 ALO SWW2 KY DDB	1500L	3000L	5000L			120-277V	Knuckle & Yoke, mounting plate	
ESXF2 ALO SWW2 KY DDB	3500L	5500L	7500L			120-277V	Knuckle & Yoke, mounting plate	
ESXF3 ALO SWW2 YS DDB	8500L	10500L	14000L			120-277V	Yoke & SlipFitter	
ESXF3 ALO SWW2 UVOLT YS DDB						120-347V	Yoke & SlipFitter	
ESXF4 ALO SWW2 YS DDB	16000L	18000L	20000L			120-277V	Yoke & SlipFitter	
ESXF4 ALO SWW2 UVOLT YS DDB						120-347V	Yoke & SlipFitter	

More configurations are available. Click here or visit www.acuitybrands.com and search for ESXF LED.

ESXF Stock Configuations

Catalog Number	UPC	Ci Code	Number of fixtures per pallet	Traditional Replacement
ESXF1 P0 SWW2 THK DDB	00196182393051	*276AL6	400	150W Quartz or 75W HID
ESXF1 ALO SWW2 KY DDB	00196182393204	*276ALH	400	500W Quartz or 150W HID
ESXF2 ALO SWW2 KY DDB	00196182393242	*276ALU	360	500W Quartz or 175W HID
ESXF3 ALO SWW2 YS DDB	00196182393266	*276ALW	144	250W HID
ESXF3 ALO SWW2 UVOLT YS DDB	00196182393273	*276AM0	144	250W HID
ESXF4 ALO SWW2 YS DDB	00196182393280	*276AM2	144	400W HID
ESXF4 ALO SWW2 UVOLT YS DDB	00196182393297	*276AM4	144	400W HID

Accessories: *Order as separate catalog number.*

ESXF P0 and ESXF1 yoke mount accessory
*276ARA ESXF1YK DDB
Click here to visit Accessories.

CONTRACTOR SELECT™

LITHONIA LIGHTING

Included mounting options by size

ESXF1 P0 knuckle mount (pre-installed)

ESXF1 knuckle mount (pre-installed)

ESXF2 knuckle mount (pre-installed)

ESXF3 slipfitter mount

ESXF4 slipfitter knuckle

ESXF1 yoke mount

ESXF2 yoke mount

ESXF3 yoke mount

ESXF4 yoke mount

Electrical Performance Tables

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF1 P0	2500L	17W	3000K	2,372	151
			4000K	2,522	
			5000K	2,503	
ESXF1	1500L	9W	3000K	1,467	171
			4000K	1,560	
			5000K	1,549	
	3000L	19W	3000K	2,915	162
			4000K	3,099	
			5000K	3,076	
	5000L	34W	3000K	4,748	147
			4000K	5,047	
			5000K	5,010	

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF3	8500L	53W	3000K	8,139	163
			4000K	8,653	
			5000K	8,589	
	10500L	69W	3000K	10,156	156
			4000K	10,797	
			5000K	10,718	
	14000L	100W	3000K	13,609	145
			4000K	14,469	
			5000K	14,362	

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF2	3500L	22W	3000K	3,377	163
			4000K	3,591	
			5000K	3,564	
	5500L	37W	3000K	5,315	151
			4000K	5,651	
			5000K	5,609	
	7500L	56W	3000K	7,223	137
			4000K	7,680	
			5000K	7,623	

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF4	16000L	111W	3000K	15,508	148
			4000K	16,487	
			5000K	16,366	
	18000L	124W	3000K	17,274	148
			4000K	18,365	
			5000K	18,230	
	20000L	150W	3000K	19,583	139
			4000K	20,819	
			5000K	20,666	

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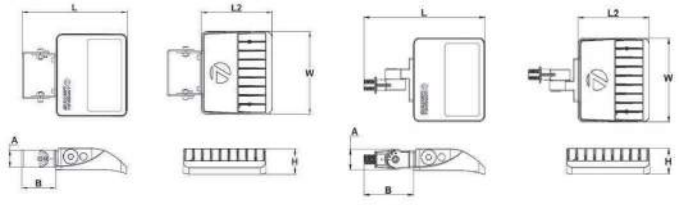
CS CONTRACTOR SELECT™

LITHONIA LIGHTING®

Dimensions

All dimensions are inches (centimeters) unless otherwise indicated.

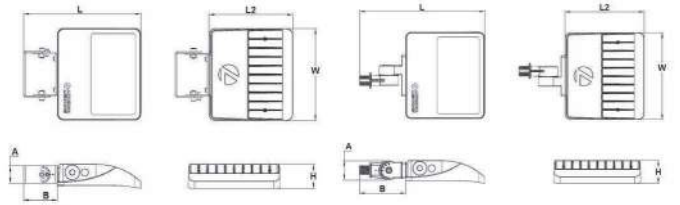
ESXF1



Front View | Side View | Front View | Side View

Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches" (centimeters)						Pounds (kg)
ESXF1 SWW2 ALO KY (Yoke)	7.65" (27.8cm)	6.04" (15.4cm)	1.86" (4.7cm)	1.26" (3.2cm)	2.48" (6.3cm)	5.17" (13.2cm)	2.31 lbs (1.048 kg)
ESXF1 SWW2 P0/ALO KY (Knuckle)	8.77" (22.3cm)	6.04" (15.4cm)	1.86" (4.7cm)	1.5" (3.8cm)	3.59" (9.1cm)	5.17" (13.2cm)	2.17 lbs (0.986 kg)

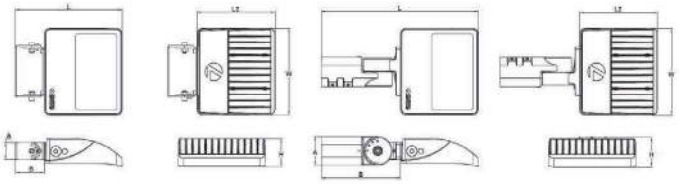
ESXF2



Front View | Side View | Front View | Side View

Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches" (centimeters)						Pounds (kg)
ESXF2 SWW2 ALO KY (Yoke)	8.64" (21.9cm)	6.75" (17.1cm)	1.8" (4.6cm)	1.26" (3.2cm)	2.48" (6.3cm)	6.16" (15.6cm)	2.92 lbs (1.324 kg)
ESXF2 SWW2 ALO KY (Knuckle)	9.75" (24.8cm)	6.75" (17.1cm)	1.8" (4.6cm)	1.5" (3.8cm)	3.59" (9.1cm)	6.16" (15.6cm)	2.79 lbs (1.264 kg)

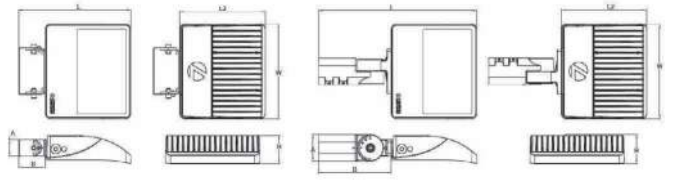
ESXF3



Front View | Side View | Front View | Side View

Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches" (centimeters)						Pounds (kg)
ESXF3 SWW2 ALO SY (Yoke)	10.54" (19.4cm)	8.95" (22.7cm)	2.84" (7.2cm)	1.77" (4.5cm)	2.99" (7.6cm)	7.97" (20.2cm)	6.21 lbs (2.818 kg)
ESXF3 SWW2 ALO SY (Slipfitter)	16.07" (40.8cm)	8.95" (22.7cm)	3.04" (7.7cm)	2.95" (7.5cm)	8.11" (7.5cm)	7.97" (20.2cm)	6.48 lbs (2.938 kg)

ESXF4



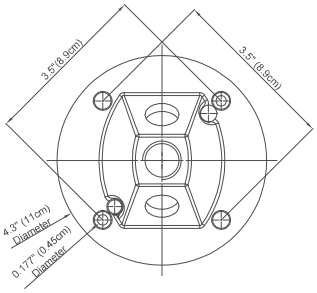
Front View | Side View | Front View | Side View

Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
	Dimensions in inches" (centimeters)						Pounds (kg)
ESXF4 SWW2 ALO SY (Yoke)	12.54" (31.8cm)	10.54" (26.8cm)	3.12" (7.9cm)	1.77" (4.5cm)	2.99" (7.6cm)	9.55" (24.3cm)	8.17 lbs (3.706 kg)
ESXF4 SWW2 ALO SY (Slipfitter)	17.66" (44.8cm)	10.54" (26.8cm)	3.22" (8.2cm)	2.95" (7.5cm)	8.11" (20.6cm)	9.55" (24.3cm)	8.43 lbs (3.824 kg)

EPA Data

	Angle of Tilt	0°	10°	20°	30°	40°	50°	60°	70°	80°	90°
ESXF1	Project Area(ft^2)	0.078	0.114	0.15	0.183	0.21	0.231	0.246	0.25	0.25	0.25
	EPA(ft^2)	0.0936	0.1368	0.18	0.2196	0.252	0.2772	0.2952	0.3	0.3	0.3
ESXF2	Project Area(ft^2)	0.09	0.133	0.182	0.226	0.263	0.293	0.314	0.325	0.326	0.32
	EPA(ft^2)	0.108	0.1596	0.2184	0.2712	0.3156	0.3516	0.3768	0.39	0.3912	0.384
ESXF3	Project Area(ft^2)	0.23	0.285	0.383	0.471	0.548	0.608	0.65	0.673	0.674	0.66
	EPA(ft^2)	0.276	0.342	0.4596	0.5652	0.6576	0.7296	0.78	0.8076	0.8088	0.792
ESXF4	Project Area(ft^2)	0.23	0.365	0.494	0.609	0.707	0.785	0.84	0.869	0.87	0.81
	EPA(ft^2)	0.276	0.438	0.5928	0.7308	0.8484	0.942	1.008	1.0428	1.044	0.972

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.



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Specifications

INTENDED USE:

The ESXF LED floodlight is designed to provide a cost effective, energy-efficient solution for the one-for-one replacement of existing traditional sources ranging from 150W quartz up to 400W metal halide. ESXF is well suited for general illumination of parking lots, signage, yards, walkways, landscaping, and other floodlighting applications. ESXF luminaires deliver a uniform, wide flood 7x7 light distribution.

CONSTRUCTION:

The ESXF LED floodlight features sealed die-cast aluminum body and is IP66 listed to withstand moisture and the elements for years to come.

ELECTRICAL:

ESXF features adjustable lumen output include, low, medium, and high. (ESXF P0 static only). Switchable CCT includes between 3000K(warm), 4000K(neutral) or 5000K(daylight) and a selectable dusk to dawn photocell that automatically turns the fixture on in the evening and off the next morning.

Standard 6kVsurge protection tested in accordance to ANSI/IEEE C62.41.2)Category C. ESXF LED luminaries use MVOLT (120-277V) as well as UVOLT (120-347V) on select models. Adjustable lumen output is achieved with 0-10V continuous dimming capable drivers, ensuring system power factor>90% and THD <20%.

INSTALLATION:

ESXF1 (P0) and ESXF2 ship with ½ NPS threaded knuckle mount factory installed and can be mounted to conduit bodies or to 4" electrical boxes using the provided round mounting plate. Yoke mounts can be easily changed in the field to mount to any solid surfaces (ESXF P0, knuckle mount only).

ESXF3 and ESXF4 include a yoke mounting for solid surface mounting and an integral slipfitter that mates with standard 2 3/8" tenons for pole-top mounting. All models ship standard with 18" SO cord.

LISTINGS:

CSA certified to U.S. and Canadian standards. Luminaire is IP66 rated. Rated for -40°C minimum ambient.

WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Factory settings
Lumen Output: High
CCT: 4000K
Photocell: On

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8/8/2022

Trenton Jacobs
County Architect

MEMO

To: Project Managers and Consultant Design Teams
From: Trenton Jacobs, County Architect
Re: WILCO Standard Paint Color Selections

To minimize complications with an ever-changing list of interior paint colors throughout the County, the Facilities Department shall direct consultant design teams to utilize the following pre-approved paint colors list:

SW 7019	Gauntlet Gray
SW 7067	Cityscape
SW 7074	Software
SW 7018	Dovetail
SW 6234	Uncertain Gray
SW 7017	Dorian Gray
SW 7016	Mindful Gray
SW 6218	Tradewind
SW 6254	Lazy Gray
SW 7064	Passive
SW 7667	Zircon
SW 6078	Realist Beige
SW 7527	Nantucket Dune
SW 6107	Nomadic Desert
SW 7038	Tony Taupe
SW 9117	Urban Jungle
SW 6081	Down Home

SW 7069	Iron Ore (Painted Door Frames)

Deviations from this list (for unique facility needs) may be requested in writing by the consultant design team.

WILLIAMSON COUNTY
(512) 943-1193 Cell (512) 966-9472
Trenton.Jacobs@wilco.org www.wilco.org
3101 SE Inner Loop
Georgetown, TX 78626

THE BOLD LOOK OF KOHLER

Search product type, name, or number

Toccata™

15" x 15" x 7-11/16" top-mount bar sink with single faucet hole

★★★★☆ 3.8 (4) Write a review

K-3349-1-NA

$353.70 List Price

Chat with an Expert

Focus on your guests with the convenience of a second sink right where you need it. In addition to its classically angled corners and gently curving faucet deck, this stainless steel Toccata bar sink features an engineered sound-absorption system that significantly reduces disposal and dishwashing noise for a quieter environment. A raised outer rim helps keep your counter dry.

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Features

- 18-inch minimum base cabinet width.
- Single bowl.
- 7" depth.
- Single faucet hole.
- SilentShield® sound-absorption technology offers quieter performance.
- Includes installation hardware.

Installation

- Top-mount.

★★★★☆ 3.8 | 4 Reviews

4 out of 4 (100%) reviewers recommend this product

Authentic Reviews

Search topics and reviews

Reviews

Write a review

Rating Snapshot

Select a row below to filter reviews.

5 ★	2
4 ★	1
3 ★	0
2 ★	0
1 ★	1

Average Customer Ratings

Overall ★★★★☆ 3.8

1–3 of 4 Reviews

Sort by: Most Relevant

Justin

Chico, CA, United States

Review 1

Votes 0

★★★★★ · 5 years ago

Excellent stainless steel bar sink

This bar sink is great for entertaining or food prep. A deep basin provides a generous amount of work space. Kohler's SilentSheild technology helps keep the noise down during use.

Recommends this product ✓ Yes

Originally posted on build.com

Chat with an Expert

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Decline All | I consent to cookies | Want to know more? | Read our Cookie Policy

Justin

Chico, CA, United States

Review 1
Votes 0

★★★★☆ · 5 years ago

Fantastic stainless steel bar sink

Kohler makes quality products; this bar sink is no exception. Kohler's SilentShield technology offers a quiet performance. The top mount installation is simple, quick, and easy.

Recommends this product ✓ Yes

Originally posted on build.com

Rocky

Review 1
Votes 0

★★★★★ · 4 years ago

Perfect size for bar

Great Kohler quality. Arrived in mint condition. Competitive price

Recommends this product ✓ Yes

Originally posted on build.com

1–3 of 4 Reviews

SERVICE & SUPPORT

Have a question about this product?

Call Us:

1-800-4-KOHLER , (1-800-456-4537)

1-800-4-KOHLER , (1-800-456-4537)

Monday - Friday 8:00am - 5:00pm

(Central Time Zone)

Email Us

Care & Cleaning Tips
Warranty Information
Return Policy
Planning a Bathroom Remodel? Let us help you with our new Bathroom Design Service

*All prices are Manufacturer's Suggested List Price in U.S. dollars. The price you pay at your local supply outlet may be different than the Manufacturer's Suggested List Price. These prices supersede previous prices and are subject to change without notice. These prices do not include shipping. Any sales tax applicable will be added to the prices.

Due to the differences in monitors, technical factors, and characteristics of some of our finishes, the colors shown here cannot be represented with all their true qualities. The color titles should only be considered a guide.

Have Questions? Call 1-800-258-8441 or Visit Us at Kohler.com

All prices are Manufacturer's Suggested List Price in U.S. dollars. The price you pay at your local supply outlet may be different than the Manufacturer's Suggested List Price. These prices supersede previous prices and are subject to change without notice. These prices do not include shipping. Any sales tax applicable will be added to the prices.

Due to the differences in monitors, technical factors, and characteristics of some of our finishes, the colors shown here cannot be represented with all their true qualities. The color titles should only be considered a guide.

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MILLWORK NOTES

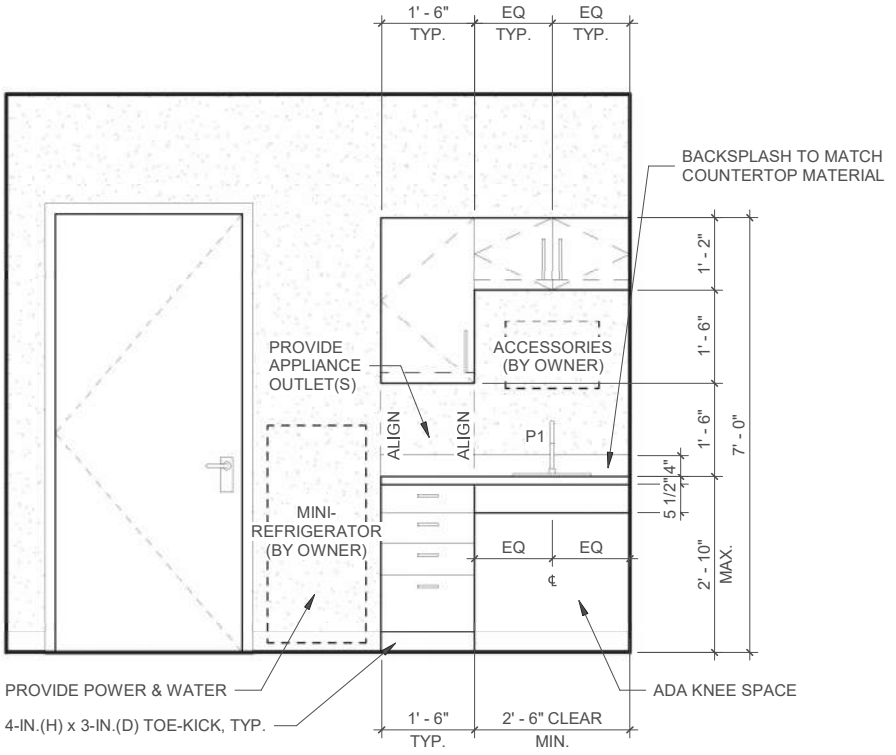
1. MATCH MILLWORK & COUNTERTOP MATERIALS OF CLERK'S DESK IN ADJACENT COURTROOM PROJECT
2. SUBMIT MILLWORK SHOP DRAWINGS TO ARCHITECT FOR REVIEW & APPROVAL PRIOR TO FABRICATION.
3. VERIFY T.A.S. COMPLIANCE.
   NOTIFY ARCHITECT OF ANY CONFLICTS PRIOR TO FABRICATION.
4. PROVIDE END PANELS ON ALL CABINET FRONTS AT JUNCTIONS WITH WALL & INSIDE CORNERS TO ALLOW DOORS TO OPEN A FULL 90-DEGREES & DRAWERS TO FULLY EXTEND.
5. COORDINATE DEPTH OF CABINET DOOR & DRAWER HARDWARE TO ALLOW DOORS TO OPEN A FULL 90-DEGREES & DRAWERS TO FULLY EXTEND AT INSIDE CORNERS
6. PROVIDE METAL SUPPORT BRACKETS & BLOCKING AT ALL UNSUPPORTED COUNTERS (4'-0" O.C. MAX).
7. REFER TO SPECIFICATION DIVISIONS 06 20 00 & 06 41 00 FOR ADDITIONAL INFORMATION.

FINISHES LEGEND

CPT-1	CARPET TILE	MATCH EXIST
LVT-1	LUXURY VINYL TILE	MOHAWK - S929 RIVERSIDE
RB-1	RUBBER BASE	ROPPE - BLACK-BROWN
PT-1	PAINTED GYP BOARD	SW 7016 - MINDFUL GRAY
ACT-1	ACOUSTIC CEILING TILE	ARMSTRONG 1774 - DUNE
	MILLWORK FRONTS	WILSONART 7921 38 - TUSCAN WALNUT
	COUNTERTOP	WILSONART HAIDA Q4008 QUARTZ OR SIM.

PLUMBING SCHEDULE

SYMBOL	TYPE	MODEL	MANUFACTURER	FINISH	ACCESSORY	NOTES
P1	MINI SINK	K-3349-1-NA	KOHLER		DELTA 175LF	OR EQUIVALENT



1 STANDARD COFFEE BAR MILLWORK

1/2" = 1'-0"

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

A. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract/Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Contract/Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

C. The Contractor shall provide and maintain, until the Work covered in the Contract/Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

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

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

5. Builder’s Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

E. If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

F. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

G. The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

J. Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Contract/Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

EXHIBIT C

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. **Lodging**
   - 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
   - 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
   - 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**
   - 5.1 The County will only reimburse up to a coach price fare for air travel.
   - 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
   - 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
   - 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
   - 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. **Car Rental**
   - 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
   - 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
   - 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
   - 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
   - 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
   - 6.6 Insurance purchased when renting vehicle may also be reimbursed.
   - 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. **Personal Car Usage**
   - 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
   - 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
     - 7.2.1.1 Date
     - 7.2.1.2 Destination
     - 7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS
The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE
The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT
Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE
Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH
Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL
Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1
The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 **Duty to Pay Prevailing Wage Rates.** The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

b) A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

.2 **Prevailing Wage Schedule.** The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE 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.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4
The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1
By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2
All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1
The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2
Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3
The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4
Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS
The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2

If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3

If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5

If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1

one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2
The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3
If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1
The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

VAUGHN
CONSTRUCTION

6604 N. Lamar
Austin, TX 78752
Telephone:
(512) 318-1332

Facsimile:
(512) 681-9752

Date: April 3, 2024

Attention: Williamson County, Texas
Mr. Thomas Crockett
3901 SE Inner Loop
Georgetown, TX 78626

Reference: OMNIA R200107 - Williamson County Justic Center Jury Room Updates

Mr. Crockett,

We respectfully submit our Proposal for the Williamson County Williamson County Justic Center Jury Room Updates project in the amount of Three Hundred Sixty-Four Thousand and 0/100 ($364,000.00) dollars.

Our Pricing includes the following scopes of work:

1. On-site supervision & safety measures.
2. Payment and Performance Bonds.
3. Temporary project site containment measures.
4. Demolition of existing ceiling.
5. Demolition of existing light fixtures.
6. Demolition of existing millwork.
7. Demolition of existing flooring.
8. Demolition of existing HVAC grilles.
9. Demolition of existing sinks.
10. Haul off and removal of demolished equipment and materials.
11. Installation of new ceiling and ceiling tile.
12. Installation of new light fixtures.
13. Installation of new millwork.
14. Installation of new flooring.
15. Installation of new paint.
16. Installation of new HVAC grilles.
17. Installation of new sinks at the new millwork.
18. Includes two jury rooms at a time.
19. Includes Two weeks to complete a set of two jury rooms.

Our Pricing Excludes

1. Contingency
2. Temporary toilets. Workers will utilize the existing facilities.
3. Sales Tax
4. After hours
5. Permits
6. Badging and Background Check fees
7. Energized work
8. Lead paint abatement
9. Locating or removing asbestos or other hazardous materials
10. Modifications to the fire alarm system
11. Removal of AV and/or data items installed in ceiling tile.
12. Doors or hardware
13. BAS Tie-in or connections/modifications
14. Circuit tracing of existing outlets not marked.
15. Bathroom countertops, sinks, fixtures.

16. Providing any new furniture.
17. Relocation of existing furniture to complete this work.

Pricing is valid for Thirty (30) Days only.
Thank you for the opportunity and please call me with any questions.

Very truly yours,
J.T. Vaughn Construction, LLC

Doug Boram
512-663-7461
dougboram@vaughnconstruction.com

VAUGHN
CONSTRUCTION

Wilco Jury Room Renovation

City of Austin

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
024119190725	Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	RENTAL FOR DUMPSTER FOR THE DURATION OF THE CONSTRUCTIO N ONE HAUL PER WEEK	10.00	Week	$0.00	$565.00	$0.00	$5,650.00	
061110022620	2" x 4" miscellaneous wood blocking, to wood construction, per M.B.F.	BLOCKING FOR MILLWORK	0.10	M.B.F.	$1,737.10	$1,404.53	$0.00	$314.16	
079213200100	Joint sealants, caulking and sealants, bulk acrylic latex, 1/2" x 1/2", in place	JOINT SEALANT CAULKING FOR WALL AND MILLWORK 240+160	360.00	L.F.	$1.21	$0.54	$0.00	$630.00	
090170100160	Gypsum wallboard, repairs, cut square, patch, sand and finish, holes, 4" to 8" square	DRAYWALL PATCH AS NEEDED	120.00	Ea.	$30.58	$0.35	$0.00	$3,711.60	
090170100210	Gypsum wallboard, repairs, cut square, patch, sand and finish, holes, 16" by 48"	DRYWALL PATCH AS NEEDED	80.00	Ea.	$61.46	$3.76	$0.00	$5,217.60	
090170100510	Gypsum wallboard, repairs, prepare, retape and refinish joints	DRYWALL PATCH AS NEEDED AFTER REMOVE THE COVB BASE FOR FLOOR	120.00	L.F.	$5.12	$0.90	$0.00	$722.40	
090190920510	Paint preparation, surface protection, placement & removal, basic drop cloths	FOR PAINTING	8,900.00	S.F.	$0.04	$0.00	$0.00	$356.00	
090190920520	Paint preparation, surface protection, placement & removal, masking w/paper	FOR PAINTING	4,272.00	S.F.	$0.32	$0.08	$0.00	$1,708.80	

VAUGHN CONSTRUCTION

Wilco Jury Room Renovation

City of Austin

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
090190940660	Surface preparation, interior, walls, sand, gypsum board and plaster, light	FOR SAND TO REMOVE EXISTING PAINT PREPARA FOR NEW PAINT	10,680.00	S.F.	$0.08	$0.00	$0.00	$854.40	
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	DEMO EXISTING CEILING	2,080.00	S.F.	$0.41	$0.00	$0.00	$852.80	
090505200560	Carpet tile, permanent adhesive, removal	DEMO EXISITNG FLOOR	2,430.00	S.F.	$0.27	$0.00	$0.00	$656.10	
090505200850	Flooring demolition, vinyl or rubber cove base, straight section	DEMO EXISITNG FLOOR	640.00	L.F.	$0.25	$0.00	$0.00	$160.00	
090505200860	Flooring demolition, vinyl or rubber cove base, molded corner	DEMO EXISITNG FLOOR	128.00	Ea.	$0.25	$0.00	$0.00	$32.00	
092216131610	Metal stud partition, non-load bearing, galvanized, 8' high, 1-5/8" wide, 25 gauge, 24" OC, includes top & bottom track	FOR CEILING STUD FRAME	390.00	S.F.	$0.30	$0.08	$0.00	$148.20	
092910301050	Gypsum wallboard, on ceilings, taped & finished, standard, 1/2" thick	NEW DRYWALL CEILING FOR RRS	390.00	S.F.	$0.75	$0.59	$0.00	$522.60	
095123300820	Complete suspended ceilings, mineral fiber, Tegular, 2' x 2' x 5/8", on 9/16" grid, include standard suspension system, excl. 1-1/2" carrier channels	NEW CEILING TILE AND SUSPANDSION SYSTEM	2,080.00	S.F.	$1.15	$6.36	$0.00	$15,620.80	
095323300300	Acoustic ceiling grid, 2' x 2'	NEW GRID 2X2	2,080.00	S.F.	$0.44	$2.67	$0.00	$6,468.80	
095323300600	Carrier channels, 1-1/2", for 4' OC, add	NEW CARRIER CHANNELS	2,080.00	S.F.	$0.61	$0.27	$0.00	$1,830.40	
095323300900	Carrier channels, for ceilings with recessed lighting fixtures, add	NEW CARRIER CHANNEL FOR CEILING LIGHTS	404.00	S.F.	$0.62	$0.49	$0.00	$448.44	
095323301040	Hanging wire, 4' long, 12 gauge	NEW HANGER WIRE FOR CEILING AS NEEDED	4.00	C.S.F.	$4.41	$1.40	$0.00	$23.24	

VAUGHN CONSTRUCTION

Wilco Jury Room Renovation

City of Austin

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
096510103600	Latex underlayment, cementitious for resilient flooring, 1/8" thick	LINE ITEM USE FOR FLOOR PREP FOR NEW FLOOR	2,430.00	S.F.	$2.16	$0.79	$0.00	$7,168.50	
096513131100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	WALL BASE	640.00	L.F.	$1.10	$2.16	$0.00	$2,086.40	
096513131153	Wall base, rubber corners, standard colors, 4" high, 1/8" thick	WALL BASE CORNER	128.00	Ea.	$1.10	$4.58	$0.00	$727.04	
096516009998	Carpenters per RS Means Trade data, for miscellaneous floor repair work	LABOR ONLY FOR FLOOR LABOR TO MOVE FURNITURE AS NEEDED 2 PER ROOM 2HR. X9 =18	18.00	Hr.	$60.55	$0.00	$0.00	$1,089.90	
096805110107	Carpet transition strip, clamp down brass divider 12'/each (@vinyl to carpet)	NEW CARPET TRANSITION STRIP	8.00	Ea.	$11.04	$12.96	$0.00	$192.00	
096813105060	Carpet tile, tufted nylon, 42 oz., 18" x 18" or 24" x 24"	NEW TILE CARPET FOR HEAVY TRAFFIC	270.00	S.Y.	$4.33	$46.05	$0.00	$13,602.60	
099123720150	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, primer or sealer coat, smooth finish, cut-in brushwork	FOR CUT-IN PAINT	4,272.00	L.F.	$0.21	$0.02	$0.00	$982.56	
099123720150	Paints & coatings, walls & ceilings, interior, zero voc latex, for ceiling installation, add	[Adjusted by 099123741800]	1.00	S.F.	$0.05	$0.00	$0.00	$224.28	
099123720150	Paints & coatings, walls & ceilings, interior, zero voc latex, for work 8'-15' high, add	[Adjusted by 099123748200]	1.00	S.F.	$0.02	$0.00	$0.00	$89.71	
099123720590	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, cut-in by brushwork	FOR CUT-IN PAINT	4,272.00	L.F.	$0.35	$0.10	$0.00	$1,922.40	
099123720590	Paints & coatings, walls & ceilings, interior, zero voc latex, for ceiling installation, add	[Adjusted by 099123741800]	1.00	S.F.	$0.09	$0.00	$0.00	$373.80	
099123720590	Paints & coatings, walls & ceilings, interior, zero voc latex, for work 8'-15' high, add	[Adjusted by 099123748200]	1.00	S.F.	$0.04	$0.00	$0.00	$149.52	

VAUGHN CONSTRUCTION

Wilco Jury Room Renovation

City of Austin

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
099123723210	Paints & coatings, walls & ceilings, interior, masonry or concrete block, latex paint, primer plus 2 finish coats, smooth, roller	FOR PAINT EXISTING WALL	10,680.00	S.F.	$0.58	$0.52	$0.00	$11,748.00	
099123723210	Paints & coatings, walls & ceilings, interior, zero voc latex, for ceiling installation, add	[Adjusted by 099123741800]	1.00	S.F.	$0.15	$0.00	$0.00	$1,548.60	
099123723210	Paints & coatings, walls & ceilings, interior, zero voc latex, for work 8'-15' high, add	[Adjusted by 099123748200]	1.00	S.F.	$0.06	$0.00	$0.00	$619.44	
101113134500	Chalkboards, porcelain enameled steel, wall hung, aluminum frame & chalktrough, 4' x 8'	LABOR ONLY FOR WALL MOUTED GLASS BOARD UNINSTALL AND RE-INSTALL AFTER PAINT	9.00	Ea.	$117.46	$0.00	$0.00	$1,057.14	
120505101100	Selective demolition, casework, wood base cabinets	DEMO EXISTING UPPER AND BASE CABINETS	160.00	L.F.	$27.49	$0.00	$0.00	$4,398.40	
120505101200	Selective demolition, countertop	DEMO EXISTING COUNTERTOPS	80.00	L.F.	$6.87	$0.00	$0.00	$549.60	
120505103110	Selective demolition, cabinet base trim	DEMO EXISTING CABINET TRIM	160.00	L.F.	$1.65	$0.00	$0.00	$264.00	
123223100800	Custom cabinets, kitchen base cabinets, hardwood, prefinished, 1 top drawer, 1 door below, 24" deep, 35" high, 12" wide, excl. countertops	NEW BASE CABINETS	80.00	Ea.	$32.90	$425.85	$0.00	$36,700.00	
123223105000	Custom cabinets, kitchen wall cabinets, hardwood, prefinished, 1 door, 12" deep, 30" high, 12" wide	NEW WALL CABINETS	80.00	Ea.	$37.07	$216.43	$0.00	$20,280.00	
123223106000	Custom cabinets, kitchen wall cabinets, hardwood, prefinished, corner cabinet, 12" deep, 30" high, 24" wide	NEW CORNER CABINETS	2.00	Ea.	$45.40	$465.93	$0.00	$1,022.66	
123223107800	Manufactured casework, cabinet filler, 3" x 24"	NEW CABINET FILLER AS NEEDED	20.00	Ea.	$20.41	$24.05	$0.00	$889.20	

VAUGHN CONSTRUCTION

Wilco Jury Room Renovation

City of Austin

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
123223107850	Manufactured casework, cabinet panel	NEW CABINETS PANEL TO FILL THE GAP AS NEEDED	80.00	S.F.	$8.21	$14.13	$0.00	$1,787.20	
123223352220	Wood casework hardware, door/drawer pulls, handles, projecting, metal, average	NEW CABINETS HARDWARE	160.00	Ea.	$9.75	$9.52	$0.00	$3,083.20	
123223353020	Wood casework hardware, drawer tracks/glides, average	NEW CABINETS HARDWARE	40.00	Pair	$12.83	$20.54	$0.00	$1,334.80	
123223354020	Wood casework hardware, hinges, average	NEW CABINETS HARDWARE	80.00	Pair	$4.29	$13.73	$0.00	$1,441.60	
123223355020	Wood casework hardware, locks, average	NEW CABINETS HARDWARE	40.00	Ea.	$17.08	$34.57	$0.00	$2,066.00	
123623303900	Countertops, plastic laminate, cutouts for sinks, lavatories	COUNTERTOP CUT-OUT FOR NEW SINKS	12.00	Ea.	$34.15	$0.00	$0.00	$409.80	
123653100040	Laboratory casework, counter tops, stainless steel, excl. base cabinets	NEW SS COUNTERTOP AT 2 JURY ROOM	20.00	S.F.	$10.00	$72.65	$0.00	$1,653.00	
123661162100	Solid surface countertop, acrylic polymer, solid colors, pricing for orders of 1-50 LF, 25" wide	NEW COUNTERTOP FOR 9 ROOMS AT LEVEL 1 & 2	80.00	L.F.	$40.82	$71.64	$0.00	$8,996.80	
220505101300	Fixture, sink, single compartment, selective demolition	DEMO EXISTING SINK	12.00	Ea.	$48.38	$0.00	$0.00	$580.56	
220529109999	Plumbing labor per RS Means Trade, for Miscellaneous plumbing work.	FOR MODIFY EXISTING PLUMBING PIPE AS NEEDED FOR NEW SINKS , MULTI-TRIPS 2 MAN 2 DAYS PER ROOM	36.00	Day	$597.20	$0.00	$0.00	$21,499.20	
220719100245	Insulation, insulated protectors (ADA), for exposed piping under sinks or lavatories, vinyl coated foam, velcro tabs, p trap, 1-1/4" or 1-1/2"	UNDER SINK PIPE INSULATION	12.00	Ea.	$12.09	$18.86	$0.00	$371.40	
224116131960	Lavatory, vanity top, stainless steel, self-rimming, ledge, single bowl, 17" x 22", includes trim	NEW SINK ON COUNTERTOPS	12.00	Ea.	$107.99	$325.00	$0.00	$5,195.88	

VAUGHN CONSTRUCTION

Wilco Jury Room Renovation

City of Austin

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
224116133580	Lavatory, vanity top, rough-in, supply, waste and vent	ROUGH IN FOR NEW SINKS	12.00	Ea.	$300.33	$545.00	$0.00	$10,143.96	
224139101320	Faucets/fittings, kitchen sink, single control lever handle, polished chrome, with pull out spray	NEW FAUCET FOR SINKS	12.00	Ea.	$38.34	$187.00	$0.00	$2,704.08	
230505101610	Ductwork, flex, prefabricated, selective demolition	DEMO EXISTING FLEX DUCT	90.00	L.F.	$1.35	$0.00	$0.00	$121.50	
230505101640	Diffusers, registers or grills, 21" thru 36" max dimension, selective demolition	DEMO DIFFUSERS AND RETURN GRILLES	24.00	Ea.	$10.45	$0.00	$0.00	$250.80	
230505102120	Fans, up thru 1 HP or 2,000 CFM, selective demolition	DEMO EXISTING EXHAUST FAN IN RRS	6.00	Ea.	$84.50	$0.00	$0.00	$507.00	
233113192000	Duct accessories, fabrics for flexible connections, with metal edge	FLEXIBLE DUCT CONNNECTOR	36.00	L.F.	$3.71	$5.55	$0.00	$333.36	
233346101600	Ductwork, flexible coated fiberglass fabric on corrosion resistant metal helix, non-insulated, 8" diameter, pressure to 12"(WG) UL-181	NEW FLEXIBLE DUCTS	90.00	L.F.	$3.33	$4.36	$0.00	$692.10	
233423106670	Fans, residential, bath exhaust, grille, back draft damper, 110 CFM	FOR RESTROOM EHAUST AIR DEVICES	6.00	Ea.	$38.74	$110.00	$0.00	$892.44	
233713100620	Diffuser, aluminum, ceiling, perforated, 24" x 24" lay-in panel size, 24" x 24", includes opposed blade damper	NEW DIFFUSERS	15.00	Ea.	$41.28	$390.00	$0.00	$6,469.20	
233713605280	Register, air return, ceiling or wall, fixed face blades, anodized aluminum, 45 Deg., 24" x 24", includes adjustable opposed blade damper	NEW REGISTERS	9.00	Ea.	$33.66	$74.50	$0.00	$973.44	
260505500100	Fixture hanger, flexible, 1/2" diameter, electrical demolition, remove	FOR DEMO EXISITNG LIGHT FIXTURE	62.00	Ea.	$10.32	$0.00	$0.00	$639.84	
260505504200	Fluorescent fixture, explosionproof, electrical demolition, remove	DEMO EXISTING LIGHTS	62.00	Ea.	$45.69	$0.00	$0.00	$2,832.78	
260505505850	Fixture whip, electrical demolition, remove	DEMO EXISTING LIGHT FIXTURE	62.00	Ea.	$3.71	$0.00	$0.00	$230.02	

VAUGHN
CONSTRUCTION

Wilco Jury Room Renovation

City of Austin

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
260519350045	Wire connector, screw type, insulated, #12 to #6	CONNECTOR FOR ELECTRICAL WIRE	48.00	Ea.	$2.06	$0.65	$0.00	$130.56	
260519901200	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	ELECTRICAL WIRE	16.00	C.L.F.	$33.87	$35.15	$0.00	$1,104.32	
260519901300	Wire, copper, stranded, 600 volt, #8, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	ELECTRICAL WIRE	0.00	C.L.F.	$46.33	$65.48	$0.00	$0.00	
260519901350	Wire, copper, stranded, 600 volt, #6, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	ELECTRICAL WIRE	0.00	C.L.F.	$57.19	$102.08	$0.00	$0.00	
260526800250	Ground clamp, bronze, 3/4" diameter	ELECTRICAL GROUNDING CLAMPS FOR PIPES	2.00	Ea.	$11.60	$4.56	$0.00	$32.32	
260526800340	Ground wire, copper wire, bare solid, #10	GROUNDING WIRES	2.00	C.L.F.	$30.99	$35.63	$0.00	$133.24	
260529200800	Strap, steel, 2 holes, EMT, 3/4" diameter	FOR CONDUIT HANGER STRAPS	24.00	Ea.	$0.84	$0.24	$0.00	$25.92	
260529204116	Hangers, trapeze channel support, steel, 18" wide, steel	FOR CONDUIT HANGERS	42.00	Ea.	$44.73	$64.52	$0.00	$4,588.50	
260529204650	Junction boxes, steel channel, 1 channel	NEW JUNCTION BOX	4.00	Ea.	$23.32	$133.86	$0.00	$628.72	
260529206650	Strap, steel channel, EMT, 3/4" diameter	ELECTRICAL ELECTRICAL CONDUIT HANGER STRAPS	36.00	Ea.	$0.84	$1.48	$0.00	$83.88	
260533135020	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS	120.00	L.F.	$2.86	$1.97	$0.00	$579.60	

VAUGHN CONSTRUCTION

Wilco Jury Room Renovation

City of Austin

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
260533135340	EMT offsets, 3/4" diameter, to 15' H	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS FITTINGS	12.00	Ea.	$5.97	$0.00	$0.00	$71.64	
260533135700	EMT elbows, 1" diameter, to 15' H	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS FITTINGS	2.00	Ea.	$9.27	$7.37	$0.00	$33.26	
260533136220	EMT couplings, set screw, steel, 3/4" diameter, to 15' H	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS FITTINGS	40.00	Ea.	$1.97	$2.65	$0.00	$184.80	
260533136520	EMT boxes connectors, set screw, steel, 3/4" diameter, to 15' H	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS FITTINGS	36.00	Ea.	$3.39	$2.09	$0.00	$197.28	
260533137020	EMT to conduit adapters, (compression), 3/4" diameter, to 15' H	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS FITTINGS	12.00	Ea.	$6.20	$7.42	$0.00	$163.32	
260533137420	EMT-LB, LR or LL fittings with covers, set screw, 3/4" diameter, to 15' H	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS FITTINGS	2.00	Ea.	$18.53	$11.36	$0.00	$59.78	
260533138320	EMT 1 hole clips, 3/4" diameter, to 15' H	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS FITTINGS	24.00	Ea.	$0.79	$0.46	$0.00	$30.00	
260533138510	EMT clamp back spacers, 3/4" diameter, to 15' H	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS FITTINGS	42.00	Ea.	$0.79	$1.95	$0.00	$115.50	

VAUGHN CONSTRUCTION

Wilco Jury Room Renovation

City of Austin

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
260533138710	EMT couplings, compression, steel, 3/4" diameter, to 15' H	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS FITTINGS	48.00	Ea.	$5.53	$3.94	$0.00	$454.56	
260533160370	Outlet boxes, pressed steel, 4-11/16" square, 2-1/8" deep, 3/4" to 1-1/4" KO	ELECTRICAL ELECTRICAL BOXES	14.00	Ea.	$18.53	$8.91	$0.00	$384.16	
260533160940	Outlet boxes, pressed steel, bar hanger, for wood and masonry boxes, incl 3/8" stud	ELECTRICAL ELECTRICAL BOXES SUPPORTS	2.00	Ea.	$7.00	$6.74	$0.00	$27.48	
260533351090	Flexible metallic conduit, sealtite, 3/4" diameter	FOR ELECTRICAL FLEXIBLE CONDUITS	80.00	L.F.	$3.71	$1.91	$0.00	$448.80	
260533953040	Knockouts, metal boxes & enclosures, with hole saw, 3/4" pipe size, to 8' high	KNOCKOUT ELECTRICAL BOXES	48.00	Ea.	$7.89	$0.00	$0.00	$378.72	
260923100120	Lighting devices, occupancy sensors, dual technology, ceiling mounted	LABOR ONLY FOR UNINSTALL AND RE-INSTALL EXISITNG OCCUPANCY SENSOR AS NEEDED	2.00	Ea.	$114.38	$0.00	$0.00	$228.76	
260923100660	Lighting devices, daylight level sensor, wall mounted, on/off or dimming, up to 50 ballasts	LABOR ONLY FOR UNINSTALL AND REINSTALL EXISTING LIGHT SWITCHES	9.00	Ea.	$92.66	$0.00	$0.00	$833.94	

VAUGHN CONSTRUCTION

Wilco Jury Room Renovation

City of Austin

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
260936132000	Lighting control module	LABOR ONLY FOR UNINSTALL, RE-INSTALL AND MODIFY EXISTING LIGHT CONTROLS AS NEEDED FOR ALL 9 ROOMS	9.00	Ea.	$370.62	$0.00	$0.00	$3,335.58	
262416200100	Circuit breakers, bolt-on, 10 k A I.C., 1 pole, 120 volt, 15-50 amp	NEW CIRCUIT BREAKER FOR OUTLETS	3.00	Ea.	$37.06	$24.56	$0.00	$184.86	
262416200400	Circuit breakers, bolt-on, 10 k A I.C., 2 pole, 240 volt, 15-50 amp	NEW CIRCUIT BREAKER FOR EUIPMENT	1.00	Ea.	$46.33	$61.15	$0.00	$107.48	
262726202470	Duplex receptacle, grounded, 120 volt, 20 amp	NEW RECEPTACLES	2.00	Ea.	$13.74	$15.75	$0.00	$58.96	
262726202482	Duplex receptacle, ground fault interrupting, 20 amp	LABOR ONLY FOR UNINSTALL AND REINSTALL EXISTING RECEPTACLES AS NEEDED	12.00	Ea.	$27.48	$0.00	$0.00	$329.76	
262726202540	Duplex receptacle, isolated ground, 20 amp		2.00	Ea.	$13.74	$38.04	$0.00	$103.56	
262726202600	Wall plates, stainless steel, 1 gang		14.00	Ea.	$4.63	$2.01	$0.00	$92.96	
262726207310	Connector adapter, to flexible conduit, 3/4"	FLEX TO EMT CONNNECTORS	62.00	Ea.	$7.41	$8.72	$0.00	$1,000.06	
265113100300	Fixture hangers, box hanger with mounting strap	FIXTURE HANGER FOR NEW AND RELOCAED FIXTURE	62.00	Ea.	$46.33	$14.45	$0.00	$3,767.74	
265113550100	Interior LED fixtures, downlight, recess mounted, 25 watt, 7.5" diameter, incl lamps, mounting hardware and connections		6.00	Ea.	$46.33	$351.50	$0.00	$2,386.98	

VAUGHN CONSTRUCTION

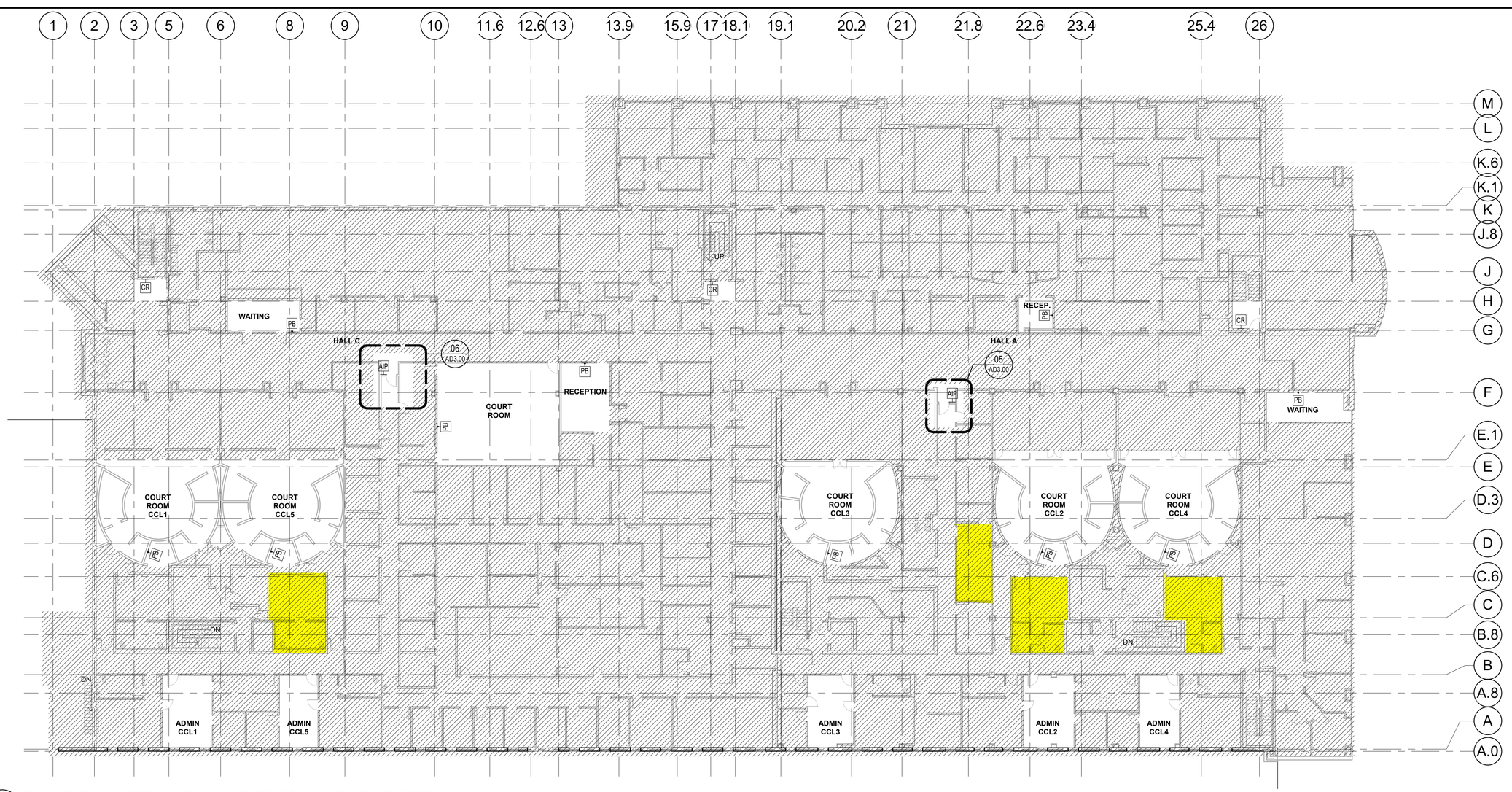
Wilco Jury Room Renovation

City of Austin

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
265113551000	Interior LED fixtures, troffer, recess mounted, 3,200 lumens, 2' x 4', replaces two T8 lamp, incl lamps, mounting hardware and connections	NEW LIGHT FIXTURE	45.00	Ea.	$70.29	$180.08	$0.00	$11,266.65	
265113552020	Interior LED fixtures, strip, surface mounted, 5,000 K, two light bar 4' long, incl lamps, mounting hardware and connections	FOR NEW DOWN LIGHTS	11.00	Ea.	$53.04	$423.72	$0.00	$5,244.36	
266113300360	Fixture whips, 3/8" greenfield, 2 connectors, THHN wire, three #12, 6' long	NEW WHIPS FOR NEW AND RELOCATECD LIGHT FIXTURE	13.00	Ea.	$11.60	$11.89	$0.00	$305.37	
284620505610	Detection system, strobe & horn, ADA type, excluding wires & conduits	LABOR ONLY FOR UNINSTALL AND RE-INSTALL EXISTING FIRE ALARM AND STROBE	9.00	Ea.	$183.26	$0.00	$0.00	$1,649.34	
337119179960	Electrical underground ducts and manholes, nylon polyethylene pull rope, 1/4"	FOR PULLING ROPES	99.73	L.F.	$0.37	$0.16	$0.00	$52.86	
								$269,629.63	
								SubTotal (ExtendedTotal)	$269,629.63
								Coefficient (Omnia JOC Standard Hour 35% on Extended Total)	$94,370.37
								Grand Total	$364,000.00

01 FLOOR PLAN - DEMOLITION - LEVEL 01 - OVERALL - JUSTICE CENTER

1/16" = 1'-0"



01 FLOOR PLAN - DEMOLITION - LEVEL 02 - JUSTICE CENTER

1/16" = 1'-0"

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1145547

Date Filed:
04/11/2024

Date Acknowledged:

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

J. T. Vaughn Construction, LLC
Houston, TX United States

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.

P476
Construction Manager At-Risk for the Justice Complex Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vaughn, J. Thomas	Houston, TX United States	X	
Vaughn, William F.	Houston, TX United States	X	
Vaughn, Michael W.	Houston, TX United States	X	
Simpson, Michael W.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Danny Thompson, and my date of birth is [redacted].

My address is [redacted] (street), Houston (city), TX (state), 77042 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 11th day of April (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1145547

Date Filed:
04/11/2024

Date Acknowledged:
04/15/2024

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

J. T. Vaughn Construction, LLC
Houston, TX United States

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.

P476
Construction Manager At-Risk for the Justice Complex Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vaughn, J. Thomas	Houston, TX United States	X	
Vaughn, William F.	Houston, TX United States	X	
Vaughn, Michael W.	Houston, TX United States	X	
Simpson, Michael W.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, 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: 04/23/2024

Seward Junction Loop North LJA Contract Amendment #1

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. 1 to the Seward Junction Loop North contract between Williamson County and LJA Associates, Inc. relating to the 2023 Road Bond Program. Project: P598 Fund Source: Road Bonds

Background

The LJA Contract Amendment No. 1 amends the compensation cap by $1,400,000.00 from $1,000,000.00 to $2,400,000.00. This will allow for the execution of Work Authorization No. 3 authorizing the design through 100% PS&E and bid phase services as well as Work Authorization No. 4 authorizing survey, right-of-way mapping, and parcel documents on the Seward Junction North Loop project to aid in right-of-way acquisition.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SewardJnctLoopNorth-LJA-Amendment01

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/18/2024 12:53 PM
Form Started By: Marie Walters		Started On: 02/21/2024 10:41 PM
Final Approval Date: 04/18/2024		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Seward Junction Loop North ("Project")

THIS CONTRACT AMENDMENT NO. 1 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 September 29th, 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 $1,000,000.00; 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 $1,000,000.00 to $2,400,000.00, reflecting a total increase of $1,400,000.00.

CAE

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Derek Bohls	_____
Printed Name	Printed Name
Vice President	_____
Title	Title
3/22/2024	_____
Date	Date

APPROVED
By Christen Eschberger at 7:18 pm, Apr 17, 2024

Commissioners Court - Regular Session **29.**

Meeting Date: 04/23/2024

Bagdad Road North (Loop 332 to CR 281) BBI 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 Bagdad Road/CR 279 (Loop 332 to CR 281) North design contract between Williamson County and Binkley & Barfield, Inc. relating to the 2019 Road Bond Program. Project: P343 Fund Source: Road Bonds

Background

The Binkley & Barfield, Inc. (BBI) Contract Amendment No. 3 increases the compensation cap by $200,000.00 from $3,200,000.00 to $3,400,000.00 to allow for the execution of a SWA to authorize eminent domain support, design changes due to ROW negotiations and utility coordination, and permit fees. No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BagdadRdNorth-BBI-ContractAmendment03

BagdadRdNorth-BBI-WA03Supp03

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/18/2024 12:57 PM
Form Started By: Marie Walters		Started On: 04/17/2024 02:05 PM
Final Approval Date: 04/18/2024		

CONTRACT AMENDMENT NO. _3_
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Bagdad Road / CR 279 (Loop 332 to CR 281) North ("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 _Binkley & Barfield, 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 April 7, 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 $3,200,000.00; 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 $3,200,000.00 to $3,400,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
David Calabuig	_____
Printed Name	Printed Name
Vice President	_____
Title	Title
3/23/2024	_____
Date	Date

APPROVED
By Christen Eschberger at 7:28 pm, Apr 17, 2024

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY ROAD BOND PROJECT:
Bagdad Rd/CR 279 from Loop 332 to CR 281

This Supplemental Work Authorization No. 1 to Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 7, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Binkley & Barfield, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 3 dated effective February 23rd, 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:

Part1. The Engineer will provide the additional Engineering Services set forth in Attachment "B3" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization increased from **$1,872,675 to $2,020,793.**

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.

EXECUTED this _____ day of _____, 2024.

ENGINEER:
Binkley & Barfield, Inc.

By: _____
Signature

David Calabuig
Printed Name

Vice President
Title

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

County Judge
Title

LIST OF ATTACHMENTS

Attachment B3 - Services to be Provided by Engineer

Attachment D3 - Rate Schedule

APPROVED
By Christen Eschberger at 7:32 pm, Apr 17, 2024

ATTACHMENT B3
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
BAGDAD ROAD/CR 279
Work Authorization 3 SWA3

This supplemental scope adds the following to the original WA3 scope:

1. PROJECT MANAGEMENT

   b. Monthly Progress Report, Invoices, and Billings (**6 additional** months assumed)

   e. Progress/Coordination Meetings (**6 additional** virtual meetings assumed)

4. PUBLIC INVOLVEMENT

   a. Public Involvement Plan

      i. Prepare up to 25 additional exhibits.

   b. CONDEMNATION HEARING EXHIBITS
      - Prepare preliminary and final condemnation hearing exhibits for 13 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.

   c. CONDEMNATION HEARINGS
      - Engineer will attend up to 30 meetings with the attorney to prepare for the hearings.
      - Engineer will attend up to 8 condemnation hearings in-person and testify as an expert witness on the Project.

   d. DELIVERABLES

      - Preliminary and Final Condemnation Hearing Exhibits in pdf format.

6. ENVIRONMENTAL SERVICES

   Stantec will prepare and provide a draft and final Section 404/10 NWP 14 PCN package, including the appropriate JD request. The permitting package will be prepared for the USACE Fort Worth District. Stantec will provide information related to any additional information requests by the USACE.

Stantec will complete the appropriate JD request or incorporate the appropriate JD approach, as determined by the County for the project, using USACE district-specific request documentation. If the USACE requests an on-site verification for the delineation or JD, Stantec will attend in tandem with any County representatives, if the County deems necessary or appropriate for the County to attend.

Assumptions:

- Assumes no mitigation planning is required to complete the PCN documentation.
- Assumes all documentation regarding threatened and endangered species habitat will be provided to Stantec by the County in the correct format for submitting to the USACE.
- County to provide right of entry if needed
- Assumes up to one virtual meeting with the USACE and one in-person meeting at the project site if requested by the agency.

Deliverables:

- Draft Section 404/10 NWP 14 PCN package
- Final Section 404/10 NWP 14 PCN package

8. PLAN PREPARATION (PS&E) SERVICES

The Engineer will revise the 100% plans to incorporate the following changes resulting from approved requests from property owners as part of the ROW acquisition process and the utility coordination process:

- Water vault at station 201
- Addition of fencing and riprap for parcel 21
- Driveway 37 adjustment
- Driveway 12 adjustment
- Parcel 13 driveway adjustment
- Parcel 19 new driveway
- Parcel 29 new driveway

The Engineer shall attend up to 10 utility coordination meetings.

12. PERMITS

The Engineer will pay the TCEQ permit fee for the CZP.

ATTACHMENT D3 - WA #3

PRIME PROVIDER NAME: Binkley & Barfield, Inc.
PROJECT NAME: Bagdad Rd from Lp 332 to CR 281
Work Authorization #3 SWA3- Bagdad Rd PS&E
2/29/2024

Bagdad Rd from Lp 332 to CR 281 TASK NO./DESCRIPTION	GRAND TOTAL	BBI	Stantec	TASK TOTAL
I. Project Management				
SUBTOTAL		$17,682		$17,682
IV. Public Involvement				
SUBTOTAL		$55,137		$55,137
VI. Environmental Services				
SUBTOTAL		$1,175	$ 9,290.00	$10,465
VIII. PS&E Services				
SUBTOTAL		$56,700		$56,700
TOTAL LABOR FOR DESIGN SERVICES	**$ 139,984**	$ 130,694	$ 9,290	**$ 139,984**
PROJECT EXPENSE ESTIMATE	**$ 8,134**	$ 8,000	$ 134	**$8,134**
TOTAL PROJECT COST	**$ 148,118**	$ 138,694	$ 9,424	**$ 148,118**

Attachment D3 - WA #3- SWA3
FEE SCHEDULE

PRIME PROVIDER NAME: Binkley & Barfield, Inc.
PROJECT NAME: Bagdad Rd from Lp 332 to CR 281
Work Authorization #3 SWA3- Bagdad Rd PS&E
2/29/2024

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT II	PRODUCTION MANAGER	Sr. CADD Designer	CADD Designer	CLERICAL/ Administrator	TOTAL LABOR HRS. & COSTS
I. Project Management											
Monthly Invoicing and Progress Reports (6 additional months)		12								18	30
Quality Assurance and Quality Control for all deliverables		6	22								28
internal progress meetings		4		2	2						8
Progress/Coordination Meetings (6 virtual meetings assumed)		12									12
HOURS SUB-TOTALS	0	34	22	2	2	0	0	0	0	18	78
CONTRACT RATE PER HOUR	$308.66	$293.71	$240.31	$193.31	$155.93	$139.91	$229.63	$170.89	$136.71	$95.05	
TOTAL LABOR COSTS	$0.00	$9,986.14	$5,286.82	$386.62	$311.86	$0.00	$0.00	$0.00	$0.00	$1,710.90	$17,682.34
% DISTRIBUTION OF STAFFING	0.00%	43.59%	28.21%	2.56%	2.56%	0.00%	0.00%	0.00%	0.00%	23.08%	
SUBTOTAL											**$17,682.34**

IV. Public Involvement											
Prepare exhibits with ROW impacts for impacted property owner meetings (25 additional)						50					50
Prepare Draft and Final Condemnation Hearing Exhibits (up to 13)		13		26		104		52			195
Prep meetings with Attorney (up to 30)		30									30
In person hearings (up to 8)		24									24
HOURS SUB-TOTALS	0	67	0	26	0	154	0	52	0	0	299
CONTRACT RATE PER HOUR	$308.66	$293.71	$240.31	$193.31	$155.93	$139.91	$229.63	$170.89	$136.71	$95.05	
TOTAL LABOR COSTS	$0.00	$19,678.57	$0.00	$5,026.06	$0.00	$21,546.14	$0.00	$8,886.28	$0.00	$0.00	$55,137.05
% DISTRIBUTION OF STAFFING	0.00%	22.41%	0.00%	8.70%	0.00%	51.51%	0.00%	17.39%	17.39%	0.00%	
SUBTOTAL											**$55,137.05**

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT II	PRODUCTION MANAGER	Sr. CADD Designer	CADD Designer	CLERICAL/ Administrator	TOTAL LABOR HRS. & COSTS
VI. Environmental Services											
ALSO SEE Stantec FEE ESTIMATE											
Review of env documents		4									4
HOURS SUB-TOTALS	0	4	0	0	0	0	0	0	0	0	4
CONTRACT RATE PER HOUR	$308.66	$293.71	$240.31	$193.31	$155.93	$139.91	$229.63	$170.89	$136.71	$95.05	
TOTAL LABOR COSTS	$0.00	$1,174.84	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,174.84
% DISTRIBUTION OF STAFFING	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
SUBTOTAL											**$1,174.84**

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT II	PRODUCTION MANAGER	Sr. CADD Designer	CADD Designer	CLERICAL/ Administrator	TOTAL LABOR HRS. & COSTS
VIII. PS&E Services											
Plans updates:											
· Water vault at station 201		3	8	8		16		8			43
· Addition of fencing and riprap for parcel 21		2		6		8		4			20
· Driveway 37 adjustment		2		4				8			14
· Driveway 12 adjustment		2		4				8			14
· Parcel 13 driveway adjustment		2		4				8			14
· Parcel 19 new driveway		2		4				8			14
· Parcel 29 new driveway		2		4				8			14
· Quantities, estimate, CZP and other updates for the changes above		8	12	16		20		24			80
Exhibits and coordination for the above (not included in PI)		7		14				28			49
QA/QC			16								16
Attend up to 10 utility coordination meetings		10									10
HOURS SUB-TOTALS	0	40	36	64	0	44	0	104	0	0	288
CONTRACT RATE PER HOUR	$308.66	$293.71	$240.31	$193.31	$155.93	$139.91	$229.63	$170.89	$136.71	$95.05	
TOTAL LABOR COSTS	$0.00	$11,748.40	$8,651.16	$12,371.84	$0.00	$6,156.04	$0.00	$17,772.56	$0.00	$0.00	$56,700.00
% DISTRIBUTION OF STAFFING	0.00%	13.89%	12.50%	22.22%	0.00%	15.28%	0.00%	36.11%	0.00%	0.00%	
SUBTOTAL											**$56,700.00**

LABOR SUMMARIES BY TASK										TOTAL MH BY TASK	TOTAL COST BY TASK
I. Project Management										78	$17,682.34
II. Route Design and Studies										0	$0.00
III. Traffic Evaluation and Projections										0	$0.00
IV. Public Involvement										299	$55,137.05
V. ROW Mapping										0	$0.00
VI. Environmental Services										4	$1,174.84
VII. Geotechnical Services										0	$0.00
VIII. PS&E Services										288	$56,700.00
IX. Bidding Services										0	$0.00
SUBTOTAL LABOR EXPENSES										669	$130,694.23
OTHER DIRECT EXPENSES	**# OF UNITS**	**COST/UNIT**									
Mileage (# of miles) (current IRS rate)		$0.670									$0.00
Photocopies B/W (11 X 17)		$0.25									$0.00
Color Roll plot		$2.50									$0.00
Photocopies Color (8.5 X 11)		$0.75									$0.00
Photocopies Color (11 X 17)		$1.25									$0.00
Tolls		$1.25									$0.00
CZP Permit fee											$8,000.00
SUBTOTAL DIRECT EXPENSES											$8,000.00

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	$130,694.23
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	$8,000.00
BBI SWA1 Subtotal	$138,694.23

SUMMARY REPORT

Project Company	Stantec US Business Group
Project Currency	US Dollar
Contract Type	Time & Material

Project Summary	**Total Fee**
Labour	$9,290.00
Expense	$134.00
Subs	$0.00
Total	**$9,424.00**

Planned Start Date	**Planned End Date**

Role		**Billing Rate**	**Hours**	**Sub-Total Fee**
Admin		$65.00	2.00	$130.00
Principal In charge		$165.00	4.00	$660.00
Sr. GIS		$95.00	16.00	$1,520.00
Project Manager		$150.00	12.00	$1,800.00
Env. Scientist		$95.00	36.00	$3,420.00
Sr. Biologist		$110.00	12.00	$1,320.00
Sr. Archeologist		$110.00	4.00	$440.00
			86.00	**$9,290.00**

Expense	**Billing Rate**	**Units**	**Sub-Total Fee**
Mileage	$0.67	200.00	$134.00
			$134.00

Commissioners Court - Regular Session **30.**

Meeting Date: 04/23/2024

24IFB14 CR 332 Realignment - Change Order 1 (Sonterra MUD Water Line)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $17,175.00 for Project 24IFB14 CR 332 Realignment (Chasco Constructors) P: 366 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for removing and replacing an existing Sonterra 12-inch valve that would not close properly. In order to perform the shut-down for the new 12-inch tie-in, Sonterra requested that the valve be replaced while the water is shut down. There was also a 2-inch air release valve in conflict with the location of the new tie-in that had to be removed and relocated. This work was requested by Sonterra MUD and its 100% reimbursable. Please see attached Change Order for additional details.

This Change Order results in a net increase of $17,175.00 to the Contract amount, for an adjusted Contract total of $2,562,520.00. The original Contract amount was $2,545,345.00. As a result of this and all Change Orders to date, $17,175.00 has been added to the Contract, resulting in a 0.67% net increase in the overall Contract cost. As a result of this Change Order, zero (0) days will be added to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

24IFB14 CR332-CO#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/18/2024 12:58 PM
Form Started By: Julissa Vasquez		Started On: 04/17/2024 02:59 PM
Final Approval Date: 04/18/2024		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Chasco Constructors**

2. Change Order Work Limits: Sta. **0+00** to Sta. **0+76**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **4B** (3 Max. - In order of importance - Primary first)

Project:	***24IFB14***
Roadway:	**CR 332**
CSJ Number:	

5. Describe the work being revised:

4. Third Party Accommodation 4B: Third party requested work: While performing the pre-shutdown for the Sonterra water line it was determined that Sonterra had a valve that would not close. Sonterra requested that the contractor replace the damaged valve as well as relocate an existing air release that was in conflict with the new tie-in.

6. Work to be performed in accordance with Items: **See attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 4/17/2024

By

Typed/Printed Name Scott Ambrus

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$17,175.00**

RECOMMENDED FOR EXECUTION:

4/17/2024
Project Manager Date

N/A
Design Engineer Date

4/17/2024
Program Manager Date

4-10-24
Sonterra Municipal Utility District Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1 ***Project # 24IFB14***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
	SONTERRA MUD WATER LINE								
RR-SM-001	REMOVE EXISTING GATE VALVE	EA	$300.00	0.00	$0.00	1.00	1.00	$300.00	$300.00
RR-SM-002	REMOVE EXISTING AIR RELEASE VALVE	EA	$275.00	0.00	$0.00	1.00	1.00	$275.00	$275.00
RR-SM-003	REMOVE 12" PVC WATERLINE	LF	$50.00	0.00	$0.00	20.00	20.00	$1,000.00	$1,000.00
RR-SM-004	ADDITIONAL MATERIAL REQUIRED FOR GATE VALVE-NOT INCLUDED IN UNIT PRICE. LONG SLEEVE, MEGA LUGS	LS	$1,600.00	0.00	$0.00	1.00	1.00	$1,600.00	$1,600.00
RR-SM-005	2" AIR RELEASE VALVE-REMOVE AND REPLACE ON 12" WATER LINE	EA	$6,500.00	0.00	$0.00	1.00	1.00	$6,500.00	$6,500.00
RR-510-16	12" PVC,C-900,DR-14 CLASS 200 WATER LINE INCLUDING TRACER WIRE, D.I. FITTING AND CONSTRUCTION STAKING	LF	$115.00	605.00	$69,575.00	20.00	625.00	$71,875.00	$2,300.00
RR-510-19	12" GATE VALVE BOX AND MARKER	EA	$5,200.00	1.00	$5,200.00	1.00	2.00	$10,400.00	$5,200.00
TOTALS					$74,775.00			$91,950.00	$17,175.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 332
Williamson County Project No. 24IFB14

Change Order No. 1
Reason for Change

This Change Order compensates the Contractor for removing and replacing an existing Sonterra 12-inch valve that would not close properly. In order to perform the shut down for the new 12-inch tie-in, Sonterra requested that the valve be replaced while the water is shut down for the new tie-in. There was also a 2-inch Air Release Valve in conflict with the location of the new tie-in that had to be removed and relocated. This work was requested by Sonterra MUD and its 100% reimbursable.

The following new item will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
RR-SM-001	REMOVE EXISTING GATE VALVE	1	EA
RR-SM-002	REMOVE EXISTING AIR RELEASE VALVE	1	EA
RR-SM-003	REMOVE 12” PVC WATER LINE	20	LF
RR-SM-004	ADDITIONAL MATERIAL REQUIRED FOR GATE VALVE-NOT INCLUDED IN UNIT PRICE, LONG SLEEVE, MEGA LUGS	1	LS
RR-SM-005	2” AIR RELEASE VALVE-REMOVE AND REPLACE ON 12” WATER LINE	1	EA

This Change Order results in a net increase of $17,175.00 to the Contract amount, for an adjusted Contract total of $2,562,520.00. The original Contract amount was $2,545,345.00. As a result of this and all Change Orders to date, $17,175.00 has been added to the Contract, resulting in a 0.67% net increase in the overall Contract cost. As a result of this Change Order, zero (0) days will be added to the contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

PROJECT: CR 332 Realignment- Change Order #1 **BIDDER:** Chasco Constructors

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

3/25/2024

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
SONTERRA MUD WATER LINE						
1		Remove Existing Gate Valve	1	EA	$ 300.00	$ 300.00
2		Remove Existing Air Release Valve	1	EA	$ 275.00	$ 275.00
3		Remove 12" PVC Waterline	20	LF	$ 50.00	$ 1,000.00
4	RR-510-19	12" Gate Valve, Box and Marker	1	EA	$ 5,200.00	$ 5,200.00
5	RR-510-4	2" Air Release Valve- Remove and Replace on 12" Waterline	1	EA	$ 6,500.00	$ 6,500.00
6	RR-510-16	12" PVC, C-900, DR-14 Class 200 Water Line including Tracer Wire, D.I. Fittings and Construction Staking	20	LF	$ 115.00	$ 2,300.00
6		Additional Material Required For Gate Valve- Not included in Unit Price. Long sleeve, mega lugs	1	LS	$ 1,600.00	$ 1,600.00

TOTAL AMOUNT OF BID

_____ **Dollars and** _____ **Cents** $ 17,175.00

Approved by S.D. Kallman, L.P.

Engineers Signature

03/26/2024

Date

C:\Users\Tim\Desktop\New Drawing.dwg, Model

Commissioners Court - Regular Session **31.**

Meeting Date: 04/23/2024

CR 255 Possession & Use Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Christopher L. and AmyJo Anderson to acquire 0.063 AC of right of way required for the CR 255 construction project (Parcel 18). Funding Source TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/18/2024 12:54 PM
Form Started By: Charlie Crossfield		Started On: 04/17/2024 12:20 PM
Final Approval Date: 04/18/2024		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 18
COUNTY OF WILLIAMSON	§	Project: CR 255

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **CHRISTOPHER L. ANDERSON AND AMYJO ANDERSON (** (the "Grantor" whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed CR 255 roadway project and related appurtenances, drainage, and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibit "A" that is made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County, which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of SIXTY-FOUR THOUSAND, TWO HUNDRED TEN and 00/100 Dollars ($64,210.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will immediately be entitled to take possession and use of the Property upon full execution of this Agreement and delivery of the consideration amount to the title company as set out herein.

   The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and sulfur. Grantor disputes the approved value but enters into this Agreement to allow the county to take possession of the property until the just compensation dispute can be resolved by agreement or through use of the eminent domain process.

The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment for the acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference. Upon written notice from the County, the Grantor will refund the overpayment to the County within 45 days of the notice.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above is paid to Grantor by the County or the title company (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-165827, issued October 10, 2023, by Longhorn Title Company, LLC (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above-made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record.

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date. The Parties further agree that the amount of compensation set forth in this Agreement will not be admitted into evidence to the fact finder determining just compensation (the Special Commissioners or thereafter a jury).

6. This Agreement is made with the understanding that the County will continue to proceed with the acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be

acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the Effective Date. Payment of any interest may be deferred by the County until the entry of Judgment. Otherwise, prejudgment and post judgment interest, if any, will be as provided by law.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas, and sulfur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of the right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment. County agrees to deposit the amount of the award, less the payment made pursuant to Paragraph 2, within 45 days of the special commissioners hearing. County agrees to maintain at least one point of access for Grantor's use during the entire duration of County's Roadway Construction Project, unless otherwise agreed to in writing by Grantor.

12. If the County does not acquire title to the Property by negotiation, settlement, or final court judgment on or before 30 days after the Effective Date, the parties agree to schedule a Special Commissioners' Hearing to occur no later than 90 days after the Effective Date.

13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

14. It is agreed the County will record this document.

15. Other conditions: None.

16. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: N/A Owner/Occupants

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:
CHRISTOPHER L. ANDERSON

By: Chris Anderson

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Williamson

This instrument was acknowledged before me on this the 12 day of April, 2024 by Chris Anderson in the capacity and for the purposes and consideration recited herein.

Cash

CASH JOHNSON
Notary ID #134265579
My Commission Expires
March 22, 2027

Notary Public, State of Texas
Printed Name: Cash Johnson
My Commission Expires: 03/22/2027

GRANTOR:

AMYJO ANDERSON

By: Amy Anderson

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 12 day of April, 2024 by Amy Anderson in the capacity and for the purposes and consideration recited herein.

CASH JOHNSON
Notary ID #134265579
My Commission Expires
March 22, 2027

Notary Public, State of Texas
Printed Name: Cash Johnson
My Commission Expires: 03/22/2027

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.063 ACRE RIGHT-OF-WAY PARCEL NO. 18
CHRISTOPHER AND AMYJO ANDERSON
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.063 ACRES (APPROXIMATELY 2,746 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 17.34 ACRE TRACT OF LAND CONVEYED TO CHRISTOPHER L. AND AMYJO ANDERSON IN A WARRANTY DEED DATED AUGUST 05, 2014 AND RECORDED IN DOCUMENT NO. 2014061997 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.063 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with cap marked "RPLS 2218" Found in the existing east right-of-way line of County Road 255 (right-of-way width varies), for the Southwest corner of the herein described tract, the Northwest corner of that certain called 15.00 acre tract of land a described in the deed conveyed to Tanya and Joseph Blanco of record in document no.: 2020105303, Official Public Records Williamson County, Texas, from which a ½ inch iron rod with cap marked "1213", bears South 20°40'43" East, a distance of 500.19 feet;

THENCE North 20°46'33" West with the west line of said Anderson tract and the existing east right-of-way line of said County Road 255 a distance of 30.15 feet to the northwest corner of the herein described tract, the Northwest corner of said Anderson tract, and being in the South line of that certain tract of land as conveyed to Vale Building Group, LLC, according to the deed filed of record in instrument number (2018098547), official public records Williamson County, Texas, from which an iron rod with cap marked "Stegar Bizzell" found at the Southwest corner of said Vale tract bears South 70°49'46" West a distance of 14.91 feet;

THENCE North 70°49'50" East with the North line of said Anderson tract and the South line of said Vale Building Group tract a distance of 91.30 feet to the northeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for the Northeast corner of the herein described tract from which a found 60d nail and fence corner post bears North 70°49'50" East a distance of 1,853.67 feet;

THENCE South 20°05'16" East across said Anderson tract a distance of 30.15 feet to the Southeast corner of the herein described tract a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said Anderson tract and the North line of said Blanco tract from which ½ inch iron rod with "Unreadable" cap found at the Northeast corner of said Blanco tract bears North 70°50'12" East a distance of 1,222.22 feet;

THENCE South 70°50'12" West with the South line of said Anderson tract and the North line of said Blanco tract a distance of 90.94 feet to the **POINT OF BEGINNING**, containing 0.063 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 18.

I hereby certify that the hereon map and description was performed under my direct supervision:

Charles G. Walker Date: September 21, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.063 ACRES (APPROXIMATELY 2,746 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO CHRISTOPHER L. ANDERSON AND AMYJO ANDERSON, IN A DEED DATED AUGUST 05, 2014 AND RECORDED IN DOCUMENT NO. 2014061997 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:
Only those easements and that information listed in Title Commitment File No. GT2201309, issued by Texan Title Insurance Company on October 31, 2022, 8:00am, with an effective date of October 19, 2022, 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.

10h. Telephone Company Right of Way Easement Recorded in Volume 826, Page 349, Deed Records, Williamson County, Texas. To Mid-State Telephone Company. (Does affect, referenced to a called 330 acre tract)

10 i. Right of way Easement recorded in Volume 944, Page 762, Deed Records, Williamson County, Texas. To: Chisholm Trail Water Supply Corp. and transferred to Chisholm Trail Special Utility District in instrument recorded in Volume 2168, Page 44, Official Records, Williamson County, Texas. Purpose: Water Pipeline. (Does affect, referenced to a called 380.05 acre tract)

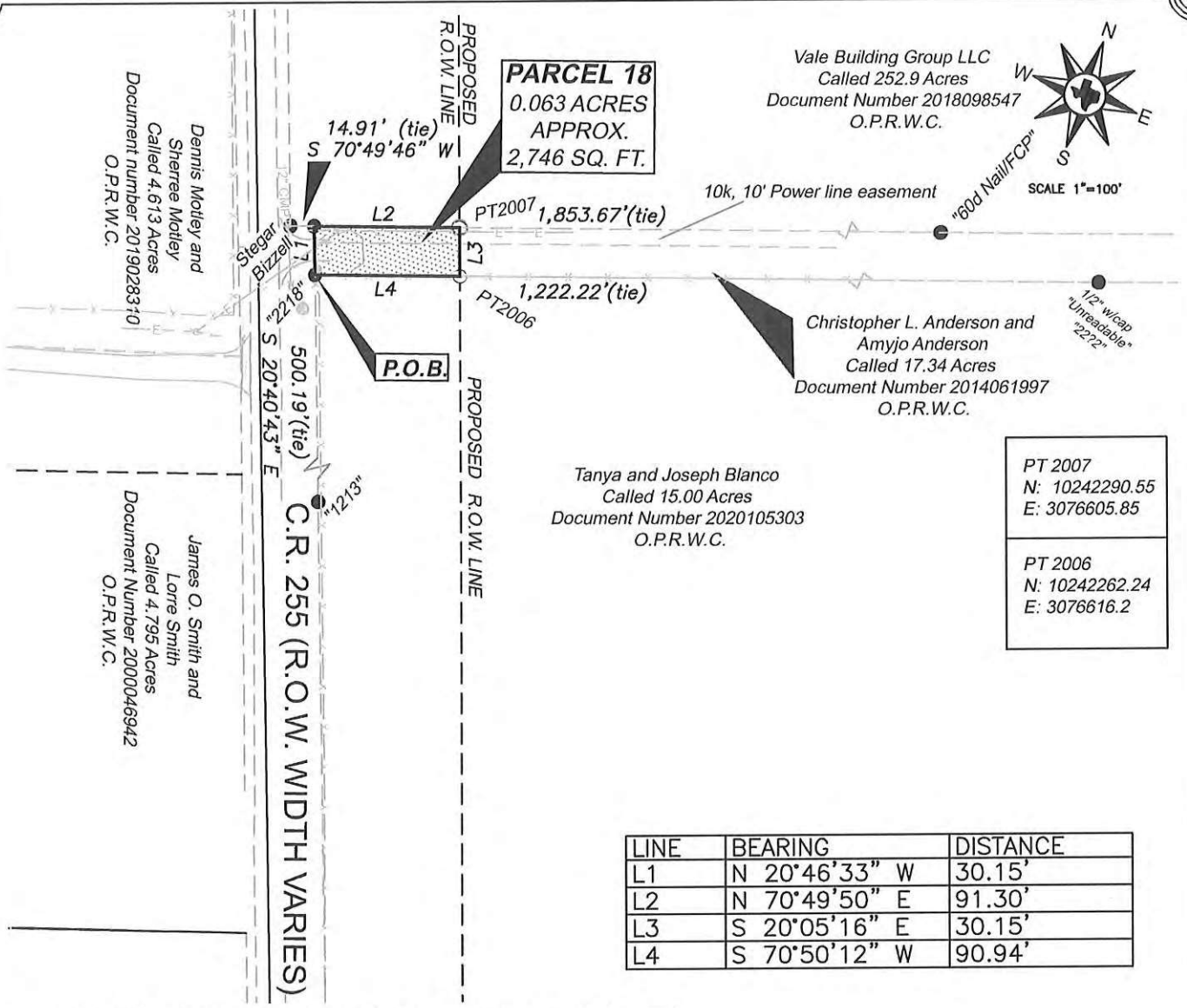
10j. Easement Evidenced in Warranty Deed recorded under Document No.: 2002048036, Official records, Williamson County, Texas. Purpose: 30' access easement. (Does affect, West portion of tract).

10k. Utility Easement Recorded Document No. 2014000175, Offiical Public Records, Williamson County, Texas. To: Pedernales Electric Cooperative, Inc. Purpose: Utility. (Does affect, North 10' portion of tract as shown).

LEGEND	
○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
● M-H-S	1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
P.R.W.C.T.	PLAT RECORDS WILLIAMSON CO., TX.
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON CO., TX.
( )	RECORD INFORMATION

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



PT 2007 N: 10242290.55 E: 3076605.85	
PT 2006 N: 10242262.24 E: 3076616.2	

LINE	BEARING	DISTANCE
L1	N 20°46'33" W	30.15'
L2	N 70°49'50" E	91.30'
L3	S 20°05'16" E	30.15'
L4	S 70°50'12" W	90.94'

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

STATE OF TEXAS
REGISTERED
CHARLES G. WALKER
5283
PROFESSIONAL
LAND SURVEYOR

CHARLES G. WALKER, TX. RPLS # 5283.
WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: SEPTEMBER 21, 2023
DRAWING NO.: 0750504-02-PARCEL 18
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

Commissioners Court - Regular Session **32.**

Meeting Date: 04/23/2024

CR 255 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a purchase contract with Maria S. Aguilar to acquire .084 AC required as right of way on the CR 255 project (Parcel 41B). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/18/2024 12:55 PM
Form Started By: Charlie Crossfield		Started On: 04/17/2024 12:23 PM
Final Approval Date: 04/18/2024		

REAL ESTATE CONTRACT
CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **MARIA S. AGUILAR** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.084-acres (3,664 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 41B):**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of EIGHT THOUSAND SIXTY and 00/100 Dollars ($8,060.00).

2.01.1. As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of THIRTEEN THOUSAND FIVE HUNDRED SIXTY and 00/100 Dollars ($13,560.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before May 15, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(d) It is expressly understood and agreed that seller is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default,

Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or

unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered

effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Maria Aguilar

MARIA S. AGUILAR

Date: 04-17-2024

Address: 370 County Road 284

Georgetow TX. 78633

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.084 ACRE RIGHT-OF-WAY PARCEL NO. 41B
MARIA S. AGUILAR
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.084 ACRES (APPROXIMATELY 3,664 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BIG VALLEY ESTATES, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET "O", SLIDE 225, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.084 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northeast corner of the herein described tract, a ½ inch iron rod found at the Northeast corner of said Lot 1, and the Southeast corner of Lot 13 of Big Valley Subdivision according to the map or plat thereof filed of record in Cabinet "E", Page "337" and in the West right of way line of said County Road 289 from which a ½ inch iron rod found at the Northeast corner of said Lot 13 bears North 21°07'40" West a distance of 443.47 feet;

THENCE South 21°27'34" East with the East line of said Lot 1 and the West line of said County Road 289 a distance of 225.29 feet to the Southeast corner of the herein described tract a ½ inch iron rod found at the Southeast corner of said Lot 1 and the Northeast corner of Lot 2, Big Valley Estates, from which a ½ inch iron rod found at the Southeast corner of said Lot 2 bears South 21°28'59" East a distance of 224.95 feet;

THENCE South 69°36'49" West with the South line of said Lot 1, and the North line of said Lot 2 a distance of 16.40 feet to the Southwest corner of the herein described tract a 5/8" Iron Rod with 1-1/2" aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said Lot 1 and the North line of said Lot 2, from which a 1/2 inch iron rod found at the Southwest corner of said Lot 1 bears South 69°36'49" West a distance of 575.79 feet;

THENCE North 21°23'39" West across said Lot 1 a distance of 225.04 feet to the

PRELIMINARY

Northwest corner of the herein described tract a 5/8 inch iron rod with 1-1/2 aluminum cap marked "WILLIAMSON COUNTY" set in the North line of said Lot 1, the South line of said Lot 13, from which the Southwest corner of said Lot 13 bears South 68°45'38" West a distance of 576.04 feet, and from said Northwest corner a 3/8 inch iron rod found at the Southwest corner of said Lot 13 bears S 68°45'38" West a distance of 668.26 feet;

THENCE North 68°45'38" East with the North line of said Lot 1 and the South line of said Lot 13 a distance of 16.14 feet to the **POINT OF BEGINNING**, containing 0.084 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 41.

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"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

Charles G. Walker Date: , 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

PRELIMINARY

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.084 ACRES (APPROXIMATELY 3,664 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BIG VALLEY ESTATES, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET "O", SLIDE 225, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

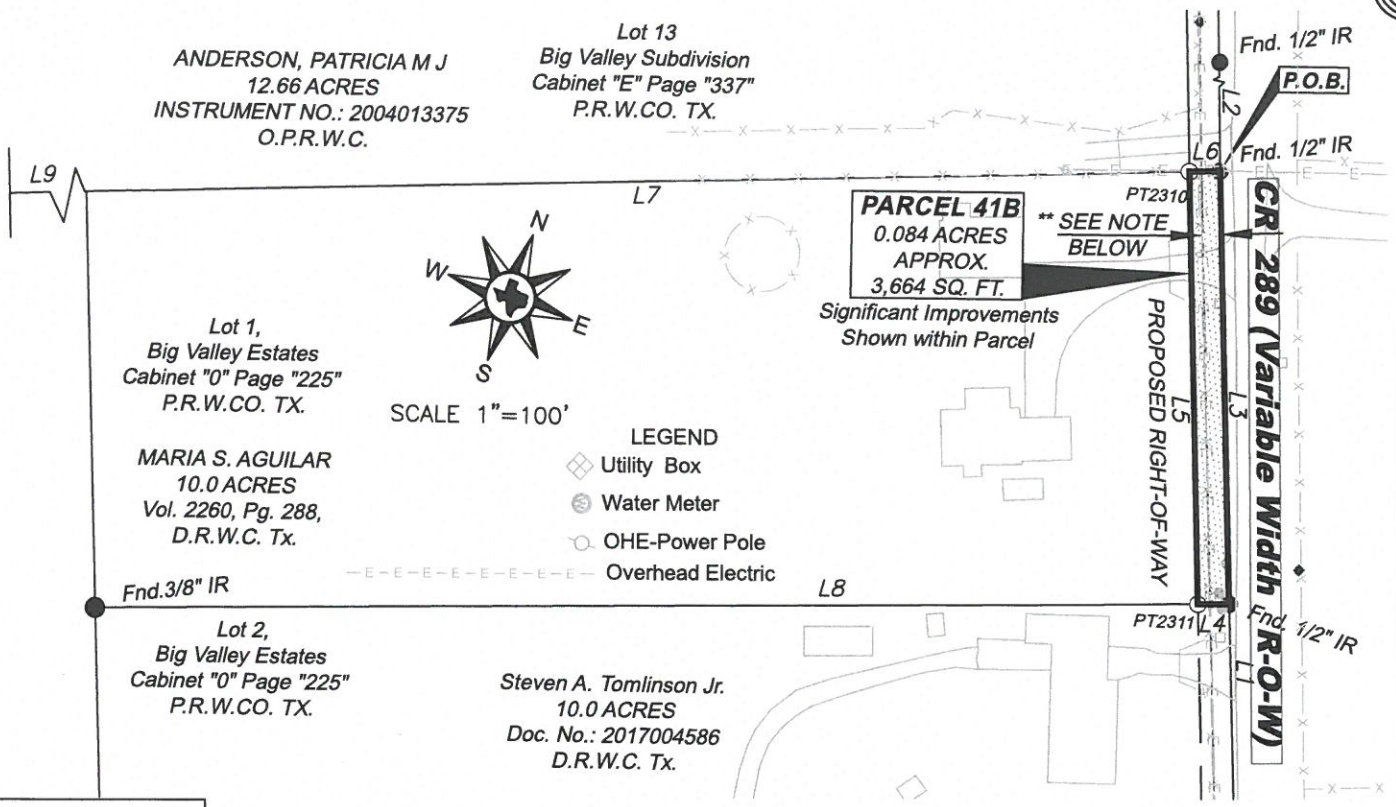
THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

LEGEND	
○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
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

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



PT#2310	**N:10,237,629.97 E:3,078,242.72**
PT# 2311	**N:10,237,420.43 E:3,078,324.82**

** NOTE:
10' Wide Strip Reserved for
Future Road Widening as shown in Lot 1
Big Valley Estates
Cabinet "O", Page 225
P.R.W.C.TX.
2,253 Sq. Ft. within Parcel 41B

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

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).

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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.

LINE	BEARING	DISTANCE
L1	S 21°28'59" E	224.95
L2	N 21°07'40" W	443.47
L3	S 21°27'34" E	225.29
L4	S 69°36'49" W	16.40
L5	S 21°23'39" E	225.04
L6	N 68°45'38" E	16.14
L7	N 68°45'38" E	576.04
L8	N 69°36'49" E	575.79
L9	S 68°45'38" W	668.26

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: , 2023
DRAWING NO.: 0750504-02-PARCEL 41B
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

Exhibit "B"

Parcel 41B

DEED

County Road 255 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **MARIA S. AGUILAR,** a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.084-acres (3,664 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 41B):**

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: N/A

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

_____
MARIA S. AGUILAR

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by **MARIA S. AGUILAR** in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **33.**

Meeting Date: 04/23/2024

CR 313 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Michael Madding to acquire 0.538 acres as right of way needed for the CR 313 project. Funding Source: Road & Bridge P623

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/18/2024 12:59 PM
Form Started By: Charlie Crossfield		Started On: 04/18/2024 09:56 AM
Final Approval Date: 04/18/2024		

REAL ESTATE CONTRACT
CR 313

THIS REAL ESTATE CONTRACT ("Contract") is made by **MICHAEL J MADDING** (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 of land described as follows:

> All of that certain 0.538-acre (23,450 square foot) tract in the G. Schneider Survey, Abstract No. 579 and 580, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 2)**

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 in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of NINETY-NINE THOUSAND SIX HUNDRED SIXTY and 00/100 Dollars ($99,660.00).

2.01.1 As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of SIXTY-EIGHT THOUSAND EIGHT HUNDRED and 00/100 Dollars ($68,800.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of 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

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.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before May 15, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) 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 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 and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash 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 remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by the Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Easement, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by the Purchaser.

(4) Attorney's fees paid by each party incurring same 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 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 May 15, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 313 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(S):

Michael J. Madding

Address: _____

_____

Date: 4/17/2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Exhibit "A"

County: Williamson
Parcel No.: 2
Tax ID: R336513
County Road: 313 East of County Road 332 Jarrell

METES AND BOUNDS DESCRIPTION

FOR A 0.538 ACRE (23,450 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.29 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. MADDING, RECORDED IN DOCUMENT NO. 2016004904 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.538 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked "UP ENGINEERING AND SURVEYING" (Grid Coordinates: N=10268401.99, E=3159436.69) monumenting the southwest corner of said 5.29 acre Madding tract and the southeast corner of the called 5.515 acre tract of land conveyed to ATX 313 Pro, LLC, recorded in Document No. 2022134963 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of County Road 313 (variable width right-of-way), for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 22°12'45" W** with the west boundary line of said 5.29 acre Madding tract and the east boundary line of said 5.515 acre ATX 313 Pro, LLC tract, for a distance of **39.66 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY", for the northwest corner hereof, from which an iron rod found with cap marked "FOREST RPLS 1847" monumenting the northwest corner of said 5.29 acre Madding tract and the most southerly southwest corner of the called 5.35 acre tract of land conveyed to Daniel Rangel and Anna C. Rangel, recorded in Document No. 2020128146 of the Official Public Records of Williamson County, Texas, same being on said east boundary line of the 5.515 acre ATX 313 Pro, LLC tract, bears N 22°12'45" W for a distance of 396.21 feet;

THENCE, **N 66°43'41" E** through the interior of said 5.29 acre Madding tract, for a distance of **526.24 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the east boundary line of said 5.29 ace Madding tract and the west boundary line of the called 5.28 acre tract of land conveyed to Brandi Ritchie and John Fredrick Schimanski Jr, wife and husband, recorded in Document No. 2020121288 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof, from which a 1/2" iron rod found monumenting the northeast corner of said Ritche and Schimanski Jr., tract and an interior ell corner of the called 6.31 acre tract of land conveyed to the Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust, recorded in Document No. 2018023919 of the Official Public Records of Williamson County, Texas, bears N 21°24'02" W for a distance of 386.37 feet and N 67°48'13" E for a distance of 528.26 feet;

County: Williamson
Parcel No.: 2
Tax ID: R336513
County Road: 313 East of County Road 332 Jarrell

THENCE, **S 21°24'02" E** with said east boundary line of the 5.29 acre Madding tract and said west boundary line of the 5.28 acre Ritchie and Schimanski tract, for a distance of **49.55 feet** to an iron rod found with cap marked "FOREST RPLS 1847" monumenting the southeast corner of said 5.29 acre Madding tract and the southwest corner of said 5.28 acre Ritchie and Schimanski tract, same being on said north right-of-way line of County Road 313, for the southeast corner hereof;

THENCE, **S 67°48'17" W** with the south boundary line of said 5.29 acre Madding tract and said north right-of-way line of County Road 313 for a distance of **525.44 feet** to the **POINT OF BEGINNING** hereof and containing 0.538 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface based on a combined surface adjustment factor or 1.00015. Coordinates shown hereon are grid.

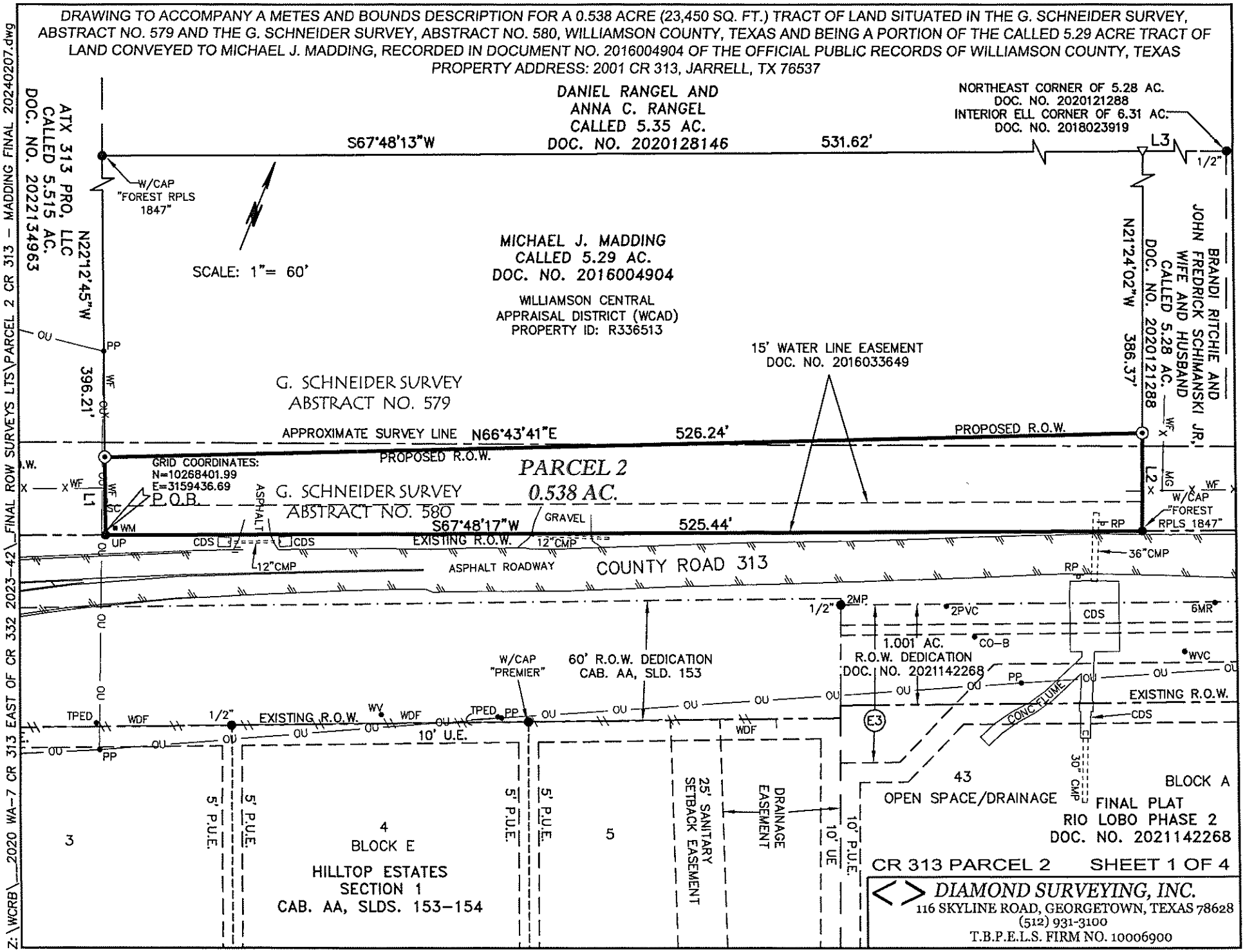
A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

February 07, 2024

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WCRB_2020 WA-7 CR 313 EAST OF CR 332 2023-42_FINAL ROW SURVEYS LTS\PARCEL 2 CR 313 - MADDING FINAL M&B 20240207.doc


DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.538 ACRE (23,450 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.29 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. MADDING, RECORDED IN DOCUMENT NO. 2016004904 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2001 CR 313, JARRELL, TX 76537
DANIEL RANGEL AND
ANNA C. RANGEL
CALLED 5.35 AC.
DOC. NO. 2020128146
NORTHEAST CORNER OF 5.28 AC.
DOC. NO. 2020121288
INTERIOR ELL CORNER OF 6.31 AC.
DOC. NO. 2018023919
S67°48'13"W
531.62'
L3
1/2"
W/CAP
"FOREST RPLS
1847"
ATX 313 PRO, LLC
CALLED 5.515 AC.
DOC. NO. 2022134963
N22°12'45"W
396.21'
SCALE: 1"= 60'
MICHAEL J. MADDING
CALLED 5.29 AC.
DOC. NO. 2016004904
WILLIAMSON CENTRAL
APPRAISAL DISTRICT (WCAD)
PROPERTY ID: R336513
15' WATER LINE EASEMENT
DOC. NO. 2016033649
N21°24'02"W
386.37'
BRANDI RITCHIE AND
JOHN FREDRICK SCHIMANSKI JR.,
WIFE AND HUSBAND
CALLED 5.28 AC.
DOC. NO. 2020121288
G. SCHNEIDER SURVEY
ABSTRACT NO. 579
APPROXIMATE SURVEY LINE N66°43'41"E
526.24'
PROPOSED R.O.W.
GRID COORDINATES:
N=10268401.99
E=3159436.69
P.O.B.
PARCEL 2
0.538 AC.
G. SCHNEIDER SURVEY
ABSTRACT NO. 580
S67°48'17"W
525.44'
L1
L2
W/CAP
"FOREST
RPLS 1847"
EXISTING R.O.W.
ASPHALT ROADWAY
COUNTY ROAD 313
12"CMP
36"CMP
GRAVEL
CDS
2MP
2PVC
6MR
1.001 AC.
R.O.W. DEDICATION
DOC. NO. 2021142268
CO-B
WVC
W/CAP
"PREMIER"
60' R.O.W. DEDICATION
CAB. AA, SLD. 153
CONC FLUME
30" CMP
10' U.E.
5' P.U.E.
25' SANITARY
SETBACK EASEMENT
DRAINAGE
EASEMENT
10' UE
10' P.U.E.
3
4
BLOCK E
HILLTOP ESTATES
SECTION 1
CAB. AA, SLDS. 153-154
5
43
OPEN SPACE/DRAINAGE
BLOCK A
FINAL PLAT
RIO LOBO PHASE 2
DOC. NO. 2021142268
CR 313 PARCEL 2 SHEET 1 OF 4
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900
Z:\WCRB\2020 WA-7 CR 313 EAST OF CR 332 2023-42\FINAL ROW SURVEYS LTS\PARCEL 2 CR 313 - MADDING FINAL 20240207.dwg

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.538 ACRE (23,450 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.29 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. MADDING, RECORDED IN DOCUMENT NO. 2016004904 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2001 CR 313, JARRELL, TX 76537

LEGEND

●	IRON ROD FOUND
●UP	IRON ROD FOUND WITH CAP MARKED "UP ENGINEERING AND SURVEYING"
⊙	5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●PP	POWER POLE
⟵	DOWN GUY
●TPED	TELEPHONE PEDESTAL
●WV	WATER VALVE
●WVC	WATER VALVE ON CONCRETE
■WM	WATER METER
●2MP	2" METAL POST
●6MR	6" METAL RISER
●2PVC	2"PVC RISER
RP	REFLECTOR POST
—— X —— X ——	WIRE FENCE (WF)
—— \\ —— \\ ——	WOOD FENCE (WDF)
	EDGE OF PAVEMENT
—— OU —— OU ——	OVERHEAD UTILITY LINE
	RIGHT-OF-WAY DEDICATION LINE
	EXISTING RIGHT-OF-WAY LINE
	EASEMENT LINE
	ADJOINING BOUNDARY LINES
	SUBDIVISION LOT LINES
	SUBJECT TRACT BOUNDARY
MG	METAL GATE
SC	STONE COLUMN
CONC	CONCRETE
CDS	CONCRETE DRAINAGE STRUCTURE
CMP	CORRUGATED METAL PIPE
U.E.	UTILITY EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING

EASEMENT INFORMATION

(E3) LONE STAR REGIONAL WATER AUTHORITY AND SONTERRA MUNICIPAL UTILITY DISTRICT WATER LINE EASEMENT CALLED 1.925 AC. DOC. NO. 2020089500

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N22°12'45"W	39.66'
L2	S21°24'02"E	49.55'
L3	N67°48'13"E	528.26'

DIAMOND SURVEYING, INC.
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DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.538 ACRE (23,450 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.29 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. MADDING, RECORDED IN DOCUMENT NO. 2016004904 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2001 CR 313, JARRELL, TX 76537

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Texan Title Insurance Company, Commitment for Title Insurance (T-7) GF No. GT2402425, which bears an Effective Date January 8, 2024 and an Issued Date of January 19, 2024 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a. Easement dated November 4, 1927, executed by Carrie McDonald et al to Texas Power & Light Company, recorded in Volume 235, Page 70, Deed Records, Williamson County, Texas. Not a part of the subject tract

10b. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated April 4, 1980, by and between R. F. Goode and Claudia E. Goode, as Lessor and W. L. McGinnis, as Lessee, recorded on October 6, 1980, in Volume 811, Page 638, Deed Records, Williamson County, Texas. Not a survey matter.

10c. Coal, lignite, oil, gas or other mineral interest(s), together with rights incident thereto, contained in instrument dated December 11, 1992 and recorded on December 14, 1992 in Volume 2230, Page 724, Official Records, Williamson County, Texas, which document contains the following language: "a reservation of an undivided 1/2 interest in and to all oil, gas and other minerals in and under or hereafter produced from the above-described land". Not a survey matter.

10d. Electric Utility Easement dated February 8, 1993, executed by Roger Vogt to Bartlett Electric Cooperative, Inc., recorded in Volume 2309, Page 180, Official Records, Williamson County, Texas. The subject tract is a part of the 100 acre tract of land described in said instrument. Unable to determine the exact location of said easement, due to a vague description. Said document states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance to either side of the Cooperative's lines, as they are or will be constructed on Grantor's hereinbefore described property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure of other facility."

10e. Electric Utility Easement dated August 31, 2004, executed by Dona Ann Vogt to Bartlett Electric Cooperative, Inc., recorded under Document No. 2006016066, Official Public Records, Williamson County, Texas. The Subject Tract is a part of the 10.57 acre tract of land described in said Document. Unable to determine the exact location of said easement, due to a vague description. Said document states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance to either side of the Cooperative's lines, as they are or will be constructed on the Property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, than in such instances the easement width shall include a distance of ten (10) feet from and around such pole, guy wire, anchor structure of other facility."

10f. Right of Way Easement dated January 20, 2016, executed by Michael Madding to Schwertner Water Supply Corporation, recorded under Document No. 2016033649, Official Public Records, Williamson County, Texas. Is a part of the subject tract as shown hereon, plotted 15 feet north of and parallel to the north right-of-way line of County Road 113, however may not be the exact location. Said instrument states: "The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the coursed of the easement herein conveyed except that when the pipeline(s) is installed the easement herein granted shall be limited to a strip of land 15' in width, the centerline thereof be located across said land as follows: Only along County Road 313 and no more than 15' inside property line."

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

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DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.538 ACRE (23,450 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.29 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. MADDING, RECORDED IN DOCUMENT NO. 2016004904 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2001 CR 313, JARRELL, TX 76537

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015. COORDINATES SHOWN HEREON ARE GRID.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0150F, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

4) ACCESS TO SUBJECT TRACT WAS DENIED BY LAND OWNER. THERE ARE EXISTING IMPROVEMENTS ON SUBJECT TRACT NOT SHOWN HEREON.

To: Williamson County, Texas, Texan Title Insurance Company, and Longhorn Title Company, LLC, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on February 06, 2024. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1A, CONDITION III LAND TITLE SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, Issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

February 07, 2024

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

CR 313 PARCEL 2 SHEET 4 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB__2020 WA-7 CR 313 EAST OF CR 332 2023-42_FINAL ROW SURVEYS LTS\PARCEL 2 CR 313 - MADDING FINAL 20240207.dwg

Exhibit "B"

Parcel 2

DEED
County Road 313 Right of Way

THE STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **MICHAEL J. MADDING,** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.538-acre (23,450 square foot) tract in the G. Schneider Survey, Abstract No. 579 and 580, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 2)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing,

mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

_____
Michael J. Madding

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Michael J. Madding in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **34.**

Meeting Date: 04/23/2024

Reagan Widening Letter Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a letter agreement with Rio Ranch Texas LLC to acquire City of Georgetown Waterline Easements required for the construction of Ronald Reagan Widening project (Parcels 16E, 25E and 26E). Funding Source: Road Bonds P336

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/18/2024 01:00 PM

Form Started By: Charlie Crossfield Started On: 04/18/2024 10:09 AM

Final Approval Date: 04/18/2024

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

March 28, 2024

Via e-mail dmyrick@abaustin.com
Rio Ranch Texas LLC
c/o Daniel Myrick
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

Re: Ronald Reagan Widening—Segment B
COGT Waterline Easement/Parcel 16E.25E.26E

Dear Dan:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent waterline easement by Williamson County and the City of Georgetown (collectively the "County") in and across portions of the property owned by Rio Ranch Texas LLC ("Owner") as part of the County's proposed Ronald Reagan Widening (Segment B) improvements ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to County of a fully executed and acknowledged waterline easement ("Easement") in and to those certain three tracts of land totaling a 0.5233 acre (22,790 SF), 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 **$51,391.00** in cash or other good funds ("Purchase Price").

2. The Closing and payment of the Purchase Price to Owner take place at Texas National Title Company ("Title Company") twenty (20) days following full execution of this Agreement.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please have this letter executed by the appropriate person where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs
Sheets & Crossfield, PLLC

[signature pages follow]

AGREED:

RIO RANCH TEXAS LLC

By: Texas IRAJ LLC, a Texas limited liability company,
its Managing Member

By:_____
Name: Mallik Gilakattula
Title: Manager

Date: 04/18/2024

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT “A” FORM OF EASEMENT FOLLOWS

citrix | RightSignature

SIGNATURE CERTIFICATE

REFERENCE NUMBER
AE2942E4-03C3-4C56-B0E8-28D416FD5CCB

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number AE2942E4-03C3-4C56-B0E8-28D416FD5CCB	**Document Name** RIO 16 25 26 --L agreement re COGT waterline easement--reagan widening B DC 3 28 24 4885-0645-1891 v 4
Transaction Type Signature Request	**Filename** RIO_16_25_26_--L_agreement_re_COGT_waterline_easement--reagan_widening_B_DC_3_28_24_4885-0645-1891_v_4.pdf
Sent At 04/18/2024 08:12 EDT	**Pages** 4 pages
Executed At 04/18/2024 09:36 EDT	**Content Type** application/pdf
Identity Method email	**File Size** 127 KB
Distribution Method email	**Original Checksum** fbacd3351f4306963c06a59653ea2c0fd05f75d2aefa90e92882597b5d054a58
Signed Checksum a2516e860c05a71e8e7f407528b3a2f0643c0ffd0999f4b09f591a6030408ec1	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Mallik Gilakattula	**Status** signed	**Viewed At** 04/18/2024 09:35 EDT
Email mallik@theprimedeveloper.com	**Multi-factor Digital Fingerprint Checksum** 65af69cf0d194fce476857dc8333f997117565905b84c9f20822908076010d75	**Identity Authenticated At** 04/18/2024 09:36 EDT
Components 2	**IP Address** 104.15.133.229	**Signed At** 04/18/2024 09:36 EDT
	Device Chrome Mobile iOS via iOS	
	Drawn Signature 	
	Signature Reference ID F7043CEB	
	Signature Biometric Count 6	

AUDITS

TIMESTAMP	AUDIT
04/18/2024 08:12 EDT	Christy Trahan (ctrahan@abaustin.com) created document 'RIO_16_25_26_--L_agreement_re_COGT_waterline_easement--reagan_widening_B_DC_3_28_24_4885-0645-1891_v_4.pdf' on Firefox via Windows from 216.201.214.194.
04/18/2024 08:12 EDT	Mallik Gilakattula (mallik@theprimedeveloper.com) was emailed a link to sign.
04/18/2024 09:35 EDT	Mallik Gilakattula (mallik@theprimedeveloper.com) viewed the document on Chrome Mobile iOS via iOS from 104.15.133.229.
04/18/2024 09:36 EDT	Mallik Gilakattula (mallik@theprimedeveloper.com) authenticated via email on Chrome Mobile iOS via iOS from 104.15.133.229.
04/18/2024 09:36 EDT	Mallik Gilakattula (mallik@theprimedeveloper.com) signed the document on Chrome Mobile iOS via iOS from 104.15.133.229.

Commissioners Court - Regular Session **35.**

Meeting Date: 04/23/2024

CR 313 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 Saul Marentes, Maria Del Refugio Marentes and Javier Marentes Rocha to acquire 0.063 AC required as right of way on the CR 313 project (Parcel 5). Funding Source: Road & Bridge P623

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/18/2024 01:01 PM
Form Started By: Charlie Crossfield		Started On: 04/18/2024 10:53 AM
Final Approval Date: 04/18/2024		

REAL ESTATE CONTRACT
CR 313

THIS REAL ESTATE CONTRACT ("Contract") is made by **SAUL MARENTES, MARIA DEL REFUGIO MARENTES AND JAVIER MARENTES ROCHA** (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 of land described as follows:

> All of that certain 0.063-acre (2,744 square foot) tract in the G. Schneider Survey, Abstract No. 579 and 580, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5)**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of THREE THOUSAN EIGHT HUNDRED FORTY and 00/100 Dollars ($3,840.00).

2.01.1 As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of FIFTEEN THOUSAND EIGHTY and 00/100 Dollars ($15,080.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of 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

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.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before May 15, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) 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 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 and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash 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 remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by the Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Easement, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by the Purchaser.

(4) Attorney's fees paid by each party incurring same 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 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 May 15, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 313 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(S):

Saul Marentes

Address: 15592 Spotted saddle Circle
Jacksonville Florida 32218

Date: 4/16/24

Maria Del Refugio Marentes

Address: 15592 Spotted saddle Circle
Jacksonville Florida 32218

Date: 4/16/24

Javier Marentes Rocha

Address: 2165 cr 313 jarrell tx 76537

Date: 4-17-24

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Exhibit "A"

County: Williamson
Parcel No.: 5
Tax ID: R395144
County Road: 313 East of County Road 332 Jarrell

METES AND BOUNDS DESCRIPTION

FOR A 0.063 ACRES (2,744 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 12.99 ACRE TRACT OF LAND CONVEYED TO SAUL MARENTES, MARIA DEL REFUGIO MARENTES AND JAVIER MARENTES ROCHA, RECORDED IN DOCUMENT NO. 2021183362 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.063 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Grid Coordinates: N=10268841.58, E=3160513.72) monumenting the southeast corner of said 12.99 acre Marentes tract and the southwest corner Tract A C.R. 313 ROW as shown on the Final Plat of Schwertner Ranch Phase I, a subdivision recorded in Document No. 2020086940 of the Official Public Records of Williamson County, Texas, same being on an angle point in the north right-of-way line of County Road 313 (variable width right-of-way), for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, **S 67°43’28” W** with the south boundary line of said 12.99 acre Marentes tract and said north right-of-way line of County Road 313, for a distance of **54.94 feet** to a 1/2" iron rod found monumenting the most southerly southwest corner of said 12.99 acre Marentes tract and the southeast corner of the called 6.31 acre tract of land conveyed to Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust, recorded in Document No. 2018023919 of the Official Public Records of Williamson County, Texas, for the southwest corner hereof, from which a 1/2" iron rod found monumenting the most southerly southwest corner of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract and the southeast corner of the called 5.28 acre tract of land conveyed to Brandi Ritchie and John Fredrick Schimanski Jr, wife and husband, recorded in Document No. 2020121288 of the Official Public Records of Williamson County, Texas, same being on said north right-of-way line of County Road 313, bears S 67°49’34” W for a distance of 54.91 feet;

THENCE, **N 21°23’32” W** with the lower west boundary line of said 12.99 acre Marentes tract and the east boundary line of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract, for a distance of **49.96 feet** to a 5/8” iron rod set with aluminum cap marked “WILLIAMSON COUNTY” for the northwest corner hereof, from which a 1/2" iron rod found monumenting the northeast corner of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract and an interior ell corner of said 12.99 acre Marentes tract, bears N 21°23’32” W for a distance of 878.70 feet;

County: Williamson
Parcel No.: 5
Tax ID: R395144
County Road: 313 East of County Road 332 Jarrell

THENCE, **N 67°45'23" E** through the interior of said 12.99 acre Marentes tract, for a distance of **54.95 feet** to an iron rod found with cap marked "YALGO RPLS 6200" monumenting the northwest corner of said Tract A C.R. 313 ROW, same being on the southwest corner of Lot 1, Block 1 of said Final Plat of Schwertner Ranch Phase I, same being on the east boundary line of said 12.99 acre Marentes tract, same being on an angle point in said north right-of-way line of County Road 313, for the northeast corner hereof, from which an iron rod found with cap marked "FOREST RPLS 1847" monumenting the northeast corner of said 12.99 acre Marentes tract and the southeast corner of the called 5.95 acre tract of land conveyed to Crescenciano Alvarado and Maria A. Castillo, recorded in Document No. 2017071910 of the Official Public Records of Williamson County, Texas, same being on the west boundary line of Tract A, called 12.38 acres as shown on the Final Plat of Schwertner Ranch Phase III, a subdivision recorded in Document No. 2023009438 of the Official Public Records of Williamson County, Texas, bears N 21°23'19" W for a distance of 1786.88 feet;

THENCE, **S 21°23'19" E** with said east boundary line of the 12.99 acre Marentes tract and the west boundary line of said Tract A C.R. 313 ROW, same being with said north right-of-way line of County Road 313, for a distance of **49.93 feet** to the **POINT OF BEGINNING** hereof and containing 0.063 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface based on a combined surface adjustment factor or 1.00015. Coordinates shown hereon are grid.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

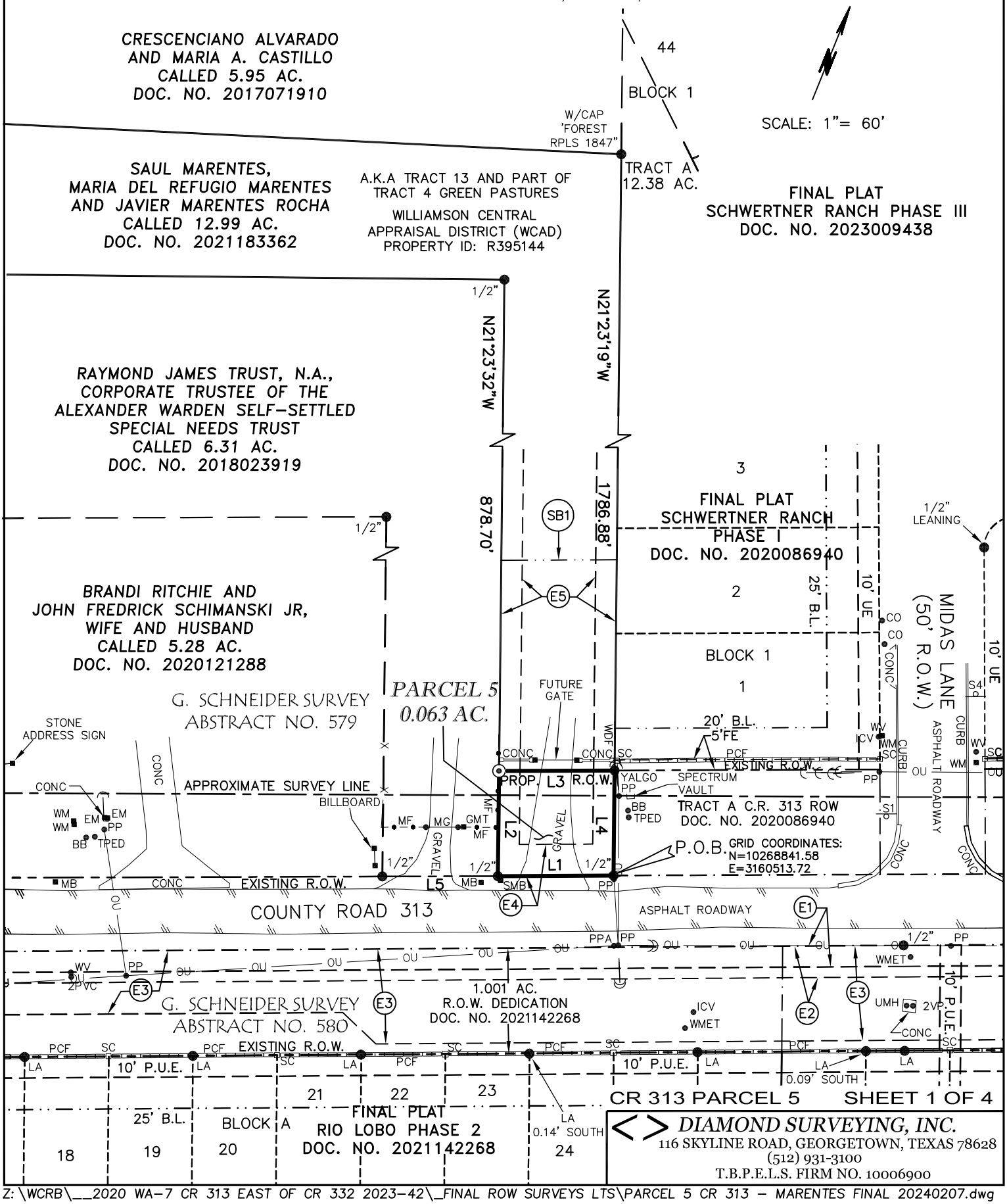
February 7, 2024

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Z:\WCRB__2020 WA-7 CR 313 EAST OF CR 332 2023-42_FINAL ROW SURVEYS LTS\PARCEL 5 CR 313 - MARENTES FINAL M&B 20240207.doc

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.063 ACRE (2,744 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 12.99 ACRE TRACT OF LAND CONVEYED TO SAUL MARENTES, MARIA DEL REFUGIO MARENTES AND JAVIER MARENTES ROCHA, RECORDED IN DOCUMENT NO. 2021183362 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2165 CR 313, JARRELL, TX 76537



CR 313 PARCEL 5 SHEET 1 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB__2020 WA-7 CR 313 EAST OF CR 332 2023-42_FINAL ROW SURVEYS LTS\PARCEL 5 CR 313 - MARENTES FINAL 20240207.dwg

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.063 ACRE (2,744 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 12.99 ACRE TRACT OF LAND CONVEYED TO SAUL MARENTES, MARIA DEL REFUGIO MARENTES AND JAVIER MARENTES ROCHA, RECORDED IN DOCUMENT NO. 2021183362 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2165 CR 313, JARRELL, TX 76537

LEGEND

●	IRON ROD FOUND
● LA	IRON ROD FOUND WITH CAP MARKED "LENZ & ASSOCIATES AUSTIN, TEXAS"
● YALGO	IRON ROD FOUND WITH CAP MARKED "YALGO RPLS 6200"
⊙	5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●PP	POWER POLE
←—	DOWN GUY
■EM	ELECTRIC METER
■GMT	ELECTRIC GATE MOTOR
●BB	BROADBAND BOX
●TPED	TELEPHONE PEDESTAL
●WV	WATER VALVE
■WM	WATER METER
●ICV	IRRIGATION CONTROL VALVE
●WMET	WATER METER LARGE METAL RIM
●UMH	UNKNOWN MANHOLE
●2VP	2" VENT PIPE
●2PVC	2"PVC RISER
■MB	MAIL BOX
■SMB	STONE MAIL BOX
—o—S1	SIGN
— X — X —	WIRE FENCE (WF)
	PRECAST CONCRETE FENCE (PCF)
	EDGE OF PAVEMENT
— OU — OU —	OVERHEAD UTILITY LINE
	RIGHT-OF-WAY DEDICATION LINE
	EXISTING RIGHT-OF-WAY LINE
	EASEMENT LINE
	BUILDING SETBACK LINE
	ADJOINING BOUNDARY LINES
	SUBDIVISION LOT LINES
	SUBJECT TRACT BOUNDARY
	METAL FENCE (MF)
	WOOD FENCE (WDF)
MG	METAL GATE
SC	STONE COLUMN
CONC	CONCRETE
FE	FENCE EASEMENT
UE	UTILITY EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING

EASEMENT INFORMATION

(E1)	JARRELL SCHWERTNER WSC APPARENT LOCATION OF 10' WIDE RIGHT OF WAY EASEMENT VOL. 586, PG. 288
(E2)	JARRELL SCHWERTNER WSC APPARENT LOCATION OF 15' WIDE RIGHT OF WAY EASEMENT VOL. 601, PG. 272
(E3)	LONE STAR REGIONAL WATER AUTHORITY AND SONTERRA MUNICIPAL UTILITY DISTRICT WATER LINE EASEMENT CALLED 1.925 AC. DOC. NO. 2020089500
(E4)	15' UTILITY EASEMENT DOC. NO. 2003113438
(E5)	10' UTILITY EASEMENT DOC. NO. 2003113438

SETBACK INFORMATION

(SB1)	150' COUNTY ROAD BUILDING SETBACK DOC. NO. 2003113438

SIGN LEGEND
S1 = STOP
S4 = CALL MUNICIPAL UTILITY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S67°43'28"W	54.94'
L2	N21°23'32"W	49.96'
L3	N67°45'23"E	54.95'
L4	S21°23'19"E	49.93'
L5	S67°49'34"W	54.91'

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.063 ACRE (2,744 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 12.99 ACRE TRACT OF LAND CONVEYED TO SAUL MARENTES, MARIA DEL REFUGIO MARENTES AND JAVIER MARENTES ROCHA, RECORDED IN DOCUMENT NO. 2021183362 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2165 CR 313, JARRELL, TX 76537

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Texan Title Insurance Company, Commitment for Title Insurance (T-7) GF No. GT2402428, which bears an Effective Date January 10, 2024 and an Issued Date of January 21, 2024 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

The following restrictive covenants of record: Document No. 2003113438, Official Public Records, Williamson County, Texas and Document No. 2005084004, Official Public Records, Williamson County, Texas. The Subject Tract is a.k.a Tract 13 and Part of Tract 4 Green Pastures described in Document No. 199958972, Official Public Records of Williamson County, Texas, referenced in said Document Nos. 2003113438 and 2005084004. The setbacks and easements affecting the Subject Tract are shown hereon.

10a. Oil, Gas and Mineral Lease dated April 4, 1980 between B. F. Goode and Claudia E. Goode, as Lessor and M. L. McGinnis, as Lessee, recorded in Volume 811, page 638, Deed Records of Williamson County, Texas. Not a survey matter

10b. Mineral reservation as shown in deed from Claudia Evelyn Goode, Byron F. Goode and Susan E. Kautzer to Roger L. Vogt and Dona A. Vogt, dated December 11, 1992 and recorded in Volume 2230, page 724, Official Records of Williamson County, Texas. Not a survey matter.

10c. Electric Utility Easement and Covenant of Access dated February 8, 1993, executed by Roger Vogt to Bartlett Electric Cooperative, Inc., recorded in Volume 2309, Page 180, Official Records, Williamson County, Texas. The Subject Tract is a part of the 100 acre tract of land described in said instrument. Unable to determine the exact location of said easement, due to a vague description. Said document states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance to either side of the Cooperative's lines, as they are or will be constructed on Grantor's hereinbefore described property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure of other facility."

10d. Electric Utility Easement and Covenant of Access dated August 5, 2004, executed by Sandra Anaya and Alberto Macias to Bartlett Electric Cooperative, Inc., recorded under Document No. 2006062180, Official Public Records, Williamson County, Texas. Not a part of the Subject Tract. The Subject Tract is not a part of the 8.28 acre tract of land described in said instrument.

10e. Water Line Easement dated December 15, 2017, executed by Patrick N. Riley to Lone Star Regional Water Authority, recorded under Document No. 2017116400, Official Public Records, Williamson County, Texas; said undivided interest in and to easement having been assigned to Schwertner Water Supply Corporation by instrument filed July 7, 2020, recorded under Document No. 2020073952, Official Records, Williamson County, Texas. Not a part of the Subject Tract.

10f. Affidavit For Prohibition of Permanent Recreational Vehicle OSSF Connection dated September 27, 2023, recorded under Document No. 2023081214, Official Public Records, Williamson County, Texas. Not a survey matter.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.063 ACRE (2,744 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 12.99 ACRE TRACT OF LAND CONVEYED TO SAUL MARENTES, MARIA DEL REFUGIO MARENTES AND JAVIER MARENTES ROCHA, RECORDED IN DOCUMENT NO. 2021183362 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2165 CR 313, JARRELL, TX 76537

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015. COORDINATES SHOWN HEREON ARE GRID.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0150F, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

To: Williamson County, Texas, Texan Title Insurance Company, and Longhorn Title Company, LLC exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on February 7, 2024. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1A, CONDITION III LAND TITLE SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

SHANE SHAFER, R.P.L.S. NO. 5281 — February 7, 2024 DATE

CR 313 PARCEL 5 SHEET 4 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Exhibit "B"

Parcel 5

DEED

County Road 313 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 **SAUL MARENTES, MARIA DEL REFUGIO MARENTES AND JAVIER MARENTES ROCHA,** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.063-acre (2,744 square foot) tract in the G. Schneider Survey, Abstract No. 579 and 580, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

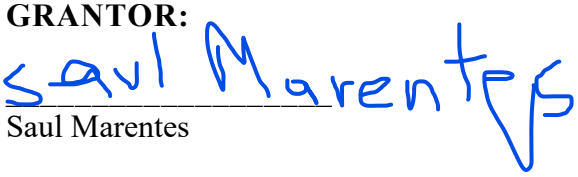
TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:



Saul Marentes

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Saul Marentes in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

Maria Del Refugio Marentes

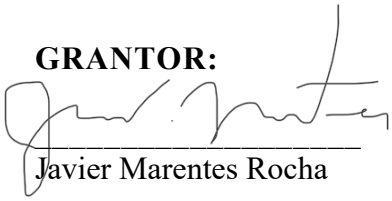
ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Maria Del Refugio Marentes in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:



_____
Javier Marentes Rocha

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Javier Marentes Rocha in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **36.**

Meeting Date: 04/23/2024

Hero Way 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 Hero Way Capital, LLC to purchase 2.801 AC as right of way and 1.154 AC as an electric easement needed on the Hero Way project (Parcel 320). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/18/2024 01:05 PM

Form Started By: Charlie Crossfield Started On: 04/18/2024 12:14 PM

Final Approval Date: 04/18/2024

Parcel 320 + 320EE

REAL ESTATE CONTRACT
Hero Way Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **HERO WAY CAPITAL, LLC** (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 2.801-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 320)**; and

Tract Two:
Electric Line Easement in and across a 1.154-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 320E)**;

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 and for the Electric Line easement portion of the Property described as Tract Two shall be the sum of ONE MILLION **SIX** HUNDRED **THIRTY-SEVEN** THOUSAND **FIVE HUNDRED** and 00/100 Dollars ($1,6**37,500**.00).

2.02. The parties acknowledge that **ONE MILLION FOUR HUNDRED EIGHTEEN THOUSAND SIX HUNDRED FORTY-SIX and 60/100 Dollars ($1,418,646.60)** was previously paid by Purchaser to Seller under the terms that certain Possession and Use Agreement, dated February 14, 2024, and recorded as Document No. _____ in the Official Public Records of Williamson County, Texas, leaving a balance of **THREE HUNDRED THIRTY-ONE THOUSAND THREE HUNDRED FIFTY-THREE and 40/100 Dollars ($331,353.40)** due and owing to Seller at closing under this Agreement.

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 that 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.

2.05. Extension of existing utilities. the Purchaser agrees and covenants to extend, construct, relocate, and replace all utilities and associated lines existing and serving the Property to the Property's Remainder within a reasonable time following the acquisition in this matter.

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.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before April 15, 2024, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit A-1, and a duly executed and acknowledged Electric 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 April 15, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing or preliminary investigation activities associated with the proposed 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:

HERO WAY CAPITAL, LLC

By: _____

Name: Tinh Tieu

Its: Managing Member

Date: 3/18/2024

Address: 1900 Jay Ell Dr.

Richardson TX 75081

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A-1

County: Williamson
Parcel: 320
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 320

METES & BOUNDS DESCRIPTION FOR A 2.801 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 41.56 ACRE TRACT OF LAND AS CONVEYED TO HERO WAY CAPITAL, LLC. BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021121563 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.801 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the southeast corner of the above described Hero Way Capital Tract, and at the southwest corner of a called 4.411 acre tract of land described as Tract III as conveyed to Stella Carter (LE) by Substitute Trustee's Deed recorded in Volume 2059, Page 702 of the Official Records of Williamson County, Texas, affected by Special Warranty Deed (Lady Bird Deed Retaining Enhanced Life Estate) recorded in Document Number 2022028373 of the Official Public Records of Williamson County, Texas, and described in Volume 894, Page 532 of the Deed Records of Williamson County, Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a found 5/8-inch iron rod with cap stamped "SAM Inc" bears S 14°43'02" E a distance of 0.78 feet, and from which a 1/2-inch iron rod found at the southeast corner of said Carter Tract bears N 69°33'50" E a distance of 60.09 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said Hero Way Capital Tract, S 68°45'55" W, pass a 1/2-inch iron rod with cap stamped "Forest RPLS 1847" found at a distance of 411.02 feet, and continuing on for a total distance of 497.87 feet to a 5/8-inch iron rod with cap stamped "SAM INC" found on the east line of a called 101 acre tract of land as conveyed to Emogene M. Champion, as trustee of the Albert R. Champion Exception Equivalent Trust by Executrix's Special Warranty Deed recorded in Document Number 2008083902 of the Official Public Records of Williamson County, Texas, at the southwest corner of said Hero Way Capital Tract, for the southwest corner of the herein described tract, from which a 3/4-inch iron rod found on the south right-of-way line of said Hero Way bears S 21°30'12" E a distance of 58.68 feet;

THENCE, with the west line of said Hero Way Capital Tract and the east line of said Champion Tract, N 21°28'57" W a distance of 264.35 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,616.19, E: 3,084,445.78) set for the northwest corner of the herein described tract, 199.64 feet left of FM 2243 baseline station 132+79.03, from which a found 1/2-inch iron rod bears N 21°28'57" W a distance of 281.24 feet;

THENCE, over and across said Hero Way Capital Tract, N 72°01'12" E a distance of 194.21 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for an angle point, 211.00 feet left of FM 2243 baseline station 134+72.91;

THENCE, continuing over and across said Hero Way Capital Tract, N 75°22'23" E a distance of 308.03 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set on the east line of said Hero Way Capital Tract and the west line of said Carter Tract, for the northeast corner of the herein described tract, 211.00 feet left of FM 2243 baseline station 137+80.94, from which a 1/2-inch iron rod with cap stamped “Forest RPLS 1847” found on the line common to said Hero Way Capital Tract and said Carter Tract, bears N 21°00’26” W a distance of 353.07 feet;

THENCE, with the east line of said Hero Way Capital Tract and the west line of said Carter Tract, S 21°00'26" E a distance of 217.88 feet to the **POINT OF BEGINNING** and containing 2.801 acres (122,032 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

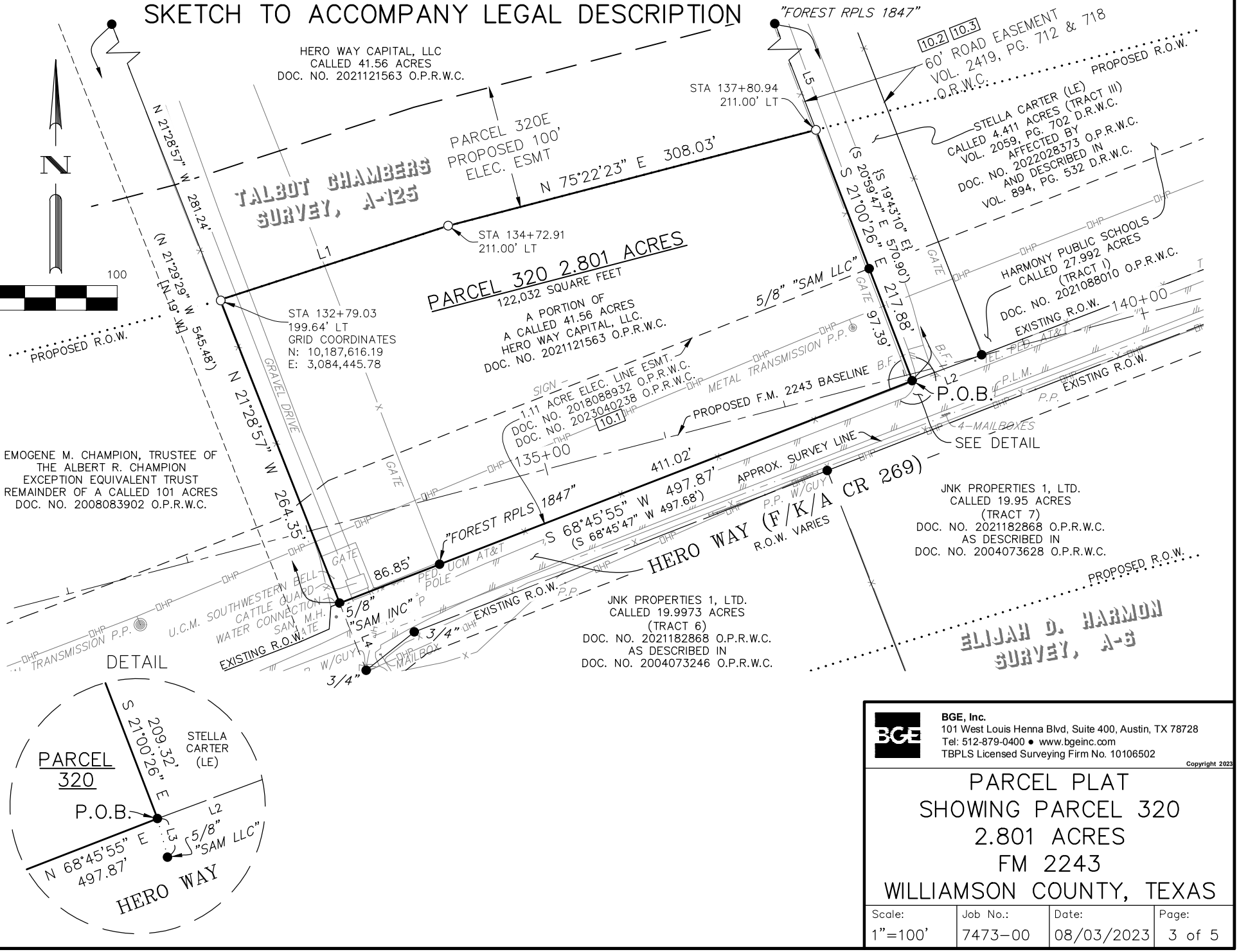
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

08/03/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	August 3, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 320
2.801 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/03/2023	3 of 5

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LEGEND

B.F.	BOARD FENCE
CMP	CORRUGATED METAL PIPE
ELEC.	ELECTRIC
ESMT.	EASEMENT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
LE	LIFE ESTATE
M.H.	MANHOLE
NO.	NUMBER
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.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
TEL.	TELEPHONE
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2021121563 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO 2008083902 O.P.R.W.C.
{ }	RECORD INFO FOR VOL. 894, PG. 532 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——X——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 72°01'12" E	194.21'
L2	N 69°33'50" E	60.09'
L3	S 14°43'02" E	0.78'
L4	S 21°30'12" E	58.68'
L5	N 21°00'26" W	353.07'

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
Copyright 2023

PARCEL PLAT
SHOWING PARCEL 320
2.801 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/03/2023	4 of 5

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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-157577, DATED EFFECTIVE MAY 22, 2023 AND ISSUED ON MAY 30, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 623, PAGE 86, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 ELECTRIC LINE AND RIGHT-OF-WAY EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION, AS DESCRIBED IN DOCUMENT NO. 2018088932, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS AMENDED IN DOCUMENT NO. 2023040238 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.2 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN COMMUNITY ROAD MAINTENANCE AGREEMENT OF RECORD IN VOLUME 2419, PAGE 712, AS AMENDED IN VOLUME 2594, PAGE 896, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENT AGREEMENT OF RECORD IN VOLUME 2419, PAGE 718, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (APPURTENANT) DO NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE AGREEMENT OF RECORD IN DOCUMENT NO. 2010083094, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE AGREEMENT OF RECORD IN DOCUMENT NO. 2010083095, OFFICIAL PUBLIC RECORDS, 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.

08/03/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

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101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT
SHOWING PARCEL 320
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WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/03/2023	5 of 5

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EXHIBIT A-2

County: Williamson
Parcel: 320E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 320E

METES & BOUNDS DESCRIPTION FOR A 1.154 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 41.56 ACRE TRACT OF LAND AS CONVEYED TO HERO WAY CAPITAL, LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021121563 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.154 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the southeast corner of the above described Hero Way Capital Tract, and at the southwest corner of a called 4.411 acre tract of land described as Tract III as conveyed to Stella Carter (LE) by Substitute Trustee's Deed recorded in Volume 2059, Page 702 of the Official Records of Williamson County, Texas, affected by Special Warranty Deed (Lady Bird Deed Retaining Enhanced Life Estate) recorded in Document Number 2022028373 of the Official Public Records of Williamson County, Texas, and described in Volume 894, Page 532 of the Deed Records of Williamson County, Texas, from which a 5/8-inch iron rod with cap stamped "SAM Inc" found bears S 14°43'02" E a distance of 0.78 feet, and from which a 1/2-inch iron rod found at the southeast corner of said Carter Tract bears N 69°33'50" E a distance of 60.09 feet;
Thence, with the east line of said Hero Way Capital Tract and the west line of said Carter Tract, N 21°00'26" W a distance of 217.88 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,753.90, E: 3,084,928.49) set for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 211.00 feet left of FM 2243 baseline station 137+80.94;

THENCE, over and across said Hero Way Capital Tract, S 75°22'23" W a distance of 308.03 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 211.00 feet left of FM 2243 baseline station 134+72.91;

THENCE, continuing over and across said Hero Way Capital Tract, S 72°01'12" W a distance of 194.21 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the west line of said Hero Way Capital Tract and the east line of a called 101 acre tract of land as conveyed to Emogene M. Champion, as trustee of the Albert R. Champion Exception Equivalent Trust by Executrix's Special Warranty Deed recorded in Document Number 2008083902 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, 199.64 feet left of FM 2243 baseline station 132+79.03, from which a 5/8-inch iron rod with cap stamped "SAM INC" found on the north right-of-way line of said Hero Way, at the southeast corner of said Hero Way Tract, bears S 21°28'57" E a distance of 264.35 feet;

THENCE, with the west line of said Hero Way Capital Tract and the east line of said Champion Tract, N 21°28'57" W a distance of 100.19 feet to a 1/2-inch iron rod with cap stamped “BGE Inc” set for the northwest corner of the herein described tract, 299.11 feet left of FM 2243 baseline station 132+67.07, from which a found 1/2-inch iron rod bears N 21°28’57” W a distance of 181.06 feet;

THENCE, over and across said Hero Way Capital Tract, N 72°01'12" E a distance of 203.26 feet to a 1/2-inch iron rod with cap stamped “BGE Inc” set for an angle point, 311.00 feet left of FM 2243 baseline station 134+69.99;

THENCE, continuing over and across said Hero Way Capital Tract, N 75°22'23" E a distance of 299.77 feet to a 1/2-inch iron rod with cap stamped “BGE Inc” set on the east line of said Hero Way Capital Tract and the west line of said Carter Tract, for the northeast corner of the herein described tract, 311.00 feet left of FM 2243 baseline station 137+69.76, from which a 1/2-inch iron rod with cap stamped “Forest RPLS 1847” found on the line common to said Hero Way Capital Tract and said Carter Tract, bears N 21°00’26” W a distance of 252.45 feet;

THENCE, with the east line of said Hero Way Capital Tract and the west line of said Carter Tract, S 21°00'26" E a distance of 100.62 feet to the **POINT OF BEGINNING** and containing 1.154 acres (50,263 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

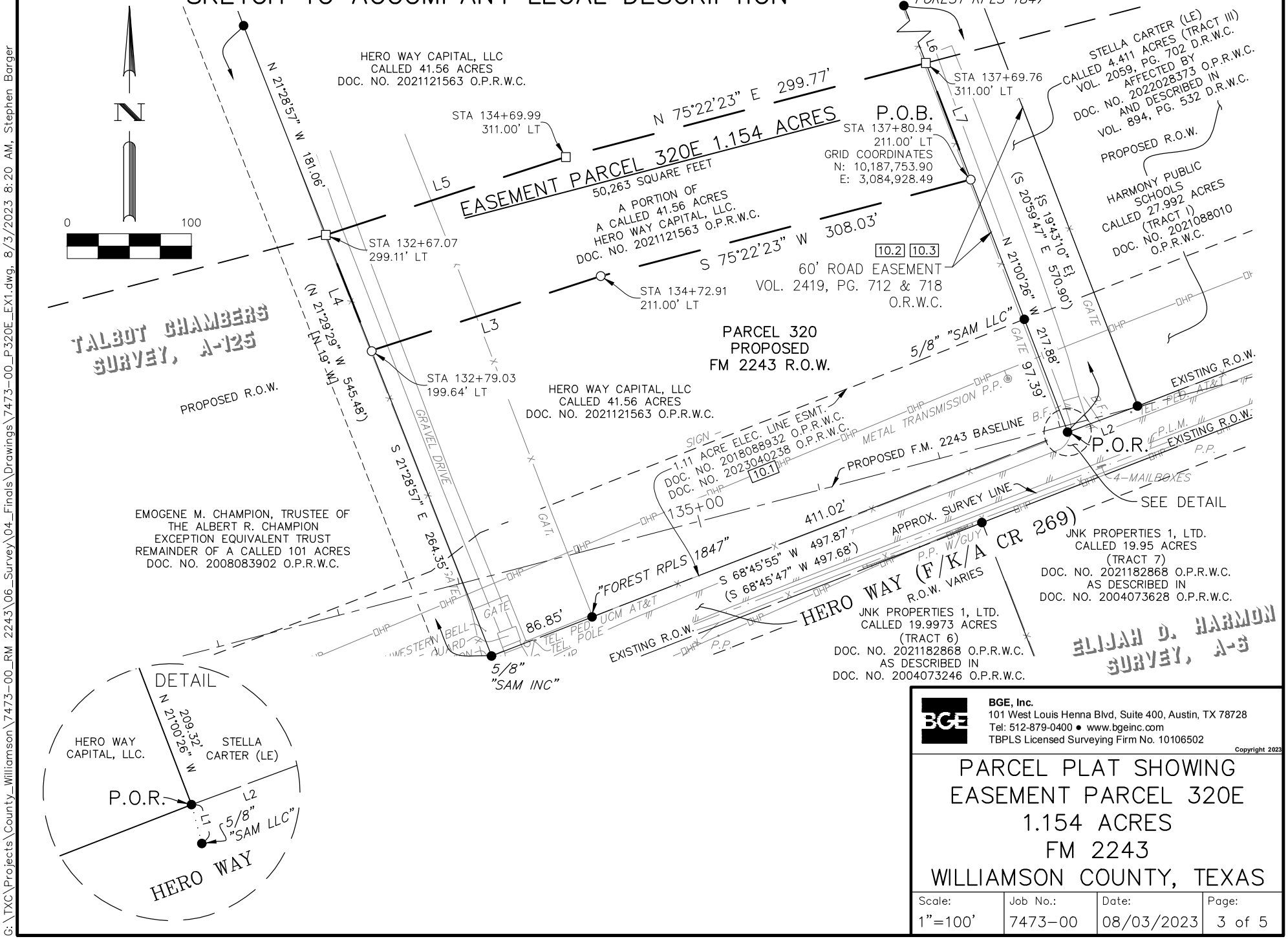
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

08/03/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	August 3, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 320E
1.154 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/03/2023	3 of 5

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LEGEND

B.F.	BOARD FENCE
CMP	CORRUGATED METAL PIPE
ELEC.	ELECTRIC
ESMT.	EASEMENT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
M.H.	MANHOLE
NO.	NUMBER
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.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
TEL.	TELEPHONE
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2021121563 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO 2008083902 O.P.R.W.C.
{ }	RECORD INFO FOR VOL. 894, PG. 532 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT
—x—	WIRE FENCE
—o—	METAL FENCE
—OHT—	OVERHEAD TELEPHONE
—OHP—	OVERHEAD POWER
—///	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 14°43'02" E	0.78'
L2	N 69°33'50" E	60.09'
L3	S 72°01'12" W	194.21'
L4	N 21°28'57" W	100.19'
L5	N 72°01'12" E	203.26'
L6	N 21°00'26" W	252.45'
L7	S 21°00'26" E	100.62'

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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-157577, DATED EFFECTIVE MAY 22, 2023 AND ISSUED ON MAY 30, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 623, PAGE 86, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 ELECTRIC LINE AND RIGHT-OF-WAY EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION, AS DESCRIBED IN DOCUMENT NO. 2018088932, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS AMENDED IN DOCUMENT NO. 2023040238 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.2 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN COMMUNITY ROAD MAINTENANCE AGREEMENT OF RECORD IN VOLUME 2419, PAGE 712, AS AMENDED IN VOLUME 2594, PAGE 896, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENT AGREEMENT OF RECORD IN VOLUME 2419, PAGE 718, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (APPURTENANT) DO NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE AGREEMENT OF RECORD IN DOCUMENT NO. 2010083094, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE AGREEMENT OF RECORD IN DOCUMENT NO. 2010083095, OFFICIAL PUBLIC RECORDS, 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.

08/03/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

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1"=100'	7473-00	08/03/2023	5 of 5

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EXHIBIT "B"

Parcel 320

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 **HERO WAY CAPITAL, LLC** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 2.801-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-1" attached hereto and incorporated herein **(Parcel 320)**.

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]

GRANTOR:

HERO WAY CAPITAL, LLC

By:_____

Name:_____

Title:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **37.**

Meeting Date: 04/23/2024

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

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

A. Real Estate Owned by Third Parties

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

a) Discuss the acquisition of real property: CR 332
b) Discuss the acquisition of real property for County Facilities.
c) Discuss the acquisition of real property for CR 255.
d) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
e) Discuss the acquisition of real property for Corridor H
f) Discuss the acquisition of real property for future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for Corridor C.
i) Discuss the acquisition of right-of-way for Corridor F.
j) Discuss the acquisition of right-of-way for Corridor D.
k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
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.
u) Discuss the acquisition of right of way and potential litigation settlement for CR 245.

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/18/2024 12:55 PM
Form Started By: Charlie Crossfield		Started On: 04/17/2024 12:28 PM
Final Approval Date: 04/18/2024		

Commissioners Court - Regular Session **38.**

Meeting Date: 04/23/2024

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/18/2024 12:55 PM
Form Started By: Charlie Crossfield		Started On: 04/17/2024 12:30 PM
Final Approval Date: 04/18/2024		