

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
May 14, 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 – 17)

3. Discuss, consider, and take appropriate action on a line item transfer for the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003005	Office Furniture	\$3,360.00
To	0100-0440-004541	Vehicle Repairs	\$3,360.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005000	Capital Outlay > \$5000	\$40,000.00
From	0100-0540-005700	Vehicles > \$5,000	\$50,000.00
To	0100-0540-004541	Vehicle Repairs & Maint	\$90,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0499.004100	Professional Services	\$500.00
To	0100.0499.004544	Office Equipment Repairs	\$500.00

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 to approve Justice of the Peace, Pct. 1, April 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
8. Discuss, consider and take appropriate action to approve the Justice of the Peace, Pct. 4, April 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
9. Discuss, consider, and take appropriate action on the appointment of Pavel Olchovik to the ESD 9 Board of Commissioners.
10. Discuss, consider and take appropriate action on an update to the Employee Policy Manual for FY24.
11. Discuss, consider and take appropriate action on approving an interlocal agreement between Williamson County and Texas Division of Emergency Management.
12. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Eye Productions, Inc. for off duty contracting of County Sheriff Deputies to be effective May 14, 2024 (Traffic Control/Safety while filming in Williamson County)
13. Discuss, consider and take appropriate action on participation by Williamson County Road Bond Program under the County's Habitat Conservation Plan (HCP) for drainage improvements along Roxie Drive to Pond Springs Road, south to Woods Pond in the City of Austin, Williamson County, Texas.
14. Discuss, consider and take appropriate action on authorizing the extension to Contract #T2104 Irrigation Maintenance and Repair Services contract renewal period #4 (final) with American Irrigation Repair LLC for the same terms and conditions as the existing contract per attached documentation and spreadsheet, for the 12-month term of October 1, 2024 through September 30, 2025.
15. Discuss, consider and take appropriate action on approving the renewal of contract #22IFB116 Asphalt Mixes, renewal period #2 (final), for the same pricing, terms and conditions as the existing contract that was awarded to Texas Materials and Lone Star Paving Company for the 12-month term of July 19, 2024 - July 18, 2025, and authorizing execution of the renewal agreements.

16. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 2 under Williamson County Contract between Landesign Services, Inc. and Williamson County dated May 19, 2020 for Long Range Transportation Plan (LTP) Controlled Access Facility Right of Way (ROW). Funding source: P457.
17. Discuss, consider and take appropriate action on approval of the preliminary plat for the Atlas Ranch Phase 1 Sections 1 & 2 subdivision – Precincts 3 & 4.

REGULAR AGENDA

18. Discuss, consider and take appropriate action on approving a Resolution to recognize Mayor Brandt Rydell for his years of service and retirement from the City of Taylor.
19. Discuss, consider and take appropriate action on a Proclamation recognizing Memorial Day, May 27, 2024 as a day for honoring and mourning all those U.S. Military personnel who gave the ultimate sacrifice serving in the United States Armed Forces.
20. Discuss, consider and take appropriate action on a Proclamation recognizing May 15-21, 2024 as National Police Week.
21. Discuss, consider and take appropriate action on a resolution recognizing May 2024 as ALS Awareness Month.
22. Discuss, consider and take appropriate action on introducing County Emergency Management Director, Mr. Bruce Clements.
23. Discuss, consider and take appropriate action on a position exception change and the associated line item transfer requested by Human Resources for Position Control Number (PCN)1860 within Parks.
24. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.361300	Interest, Investments	\$13,916.32
	0546.0000.367404	Animal Shelter Donations	\$64,168.88
	0546.0000.367440	Jane's Fund Donations	\$15,546.00
	0546.0000.367442	Play Yard Donations	\$205.00
	0546.0000.367443	Heart Worm Trmt Donations	\$2,600.00
	0546.0000.367445	SIT Team Donations	\$522.00
	0546.0000.367447	Animal Transport Donations	\$160.00
	0546.0000.367448	Kitten Care Donations	\$2,262.00

	0546.0000.370150	Sales of Pet Care Products	\$1,066.41
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25. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0545.0546.003510	Purchases for Resale	\$1,237.92
	0546.0546.003670	Use of Donations	\$74,488.90
	0546.0546.004100	Professional Services	\$18,046.20
	0546.0546.004105	Foster Home Care	\$2,625.79
	0546.0546.004231	Travel	\$185.73
	0546.0546.004232	Training	\$605.95
	0546.0546.004509	Facility Enhancements	\$237.97
	0546.0546.004975	Animal Medical Care	\$3,018.15

26. Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and Coupland Water Supply Corporation for infrastructure improvements to public water and wastewater systems serving the community for reimbursement under The American Rescue Plan Act (ARPA).
27. Discuss, consider, and take appropriate action on awarding RFSQ #24FRSQ311 for Project Management, Plan Review and Building Inspection for Various Projects to the top ranked firm, Freese & Nichols, Inc.
28. Discuss, consider, and take appropriate action on awarding IFB #24IFB38 Ronald W Reagan Blvd Milling and Overlay to Texas Materials Group, Inc. in the not-to-exceed amount of \$3,389,603.55 and authorize execution of the Agreement.
29. Discuss, consider and take appropriate action on a Resolution for an Advance Funding Agreement (AFA) with TxDOT regarding CR 434 at Brushy Creek Bridge. Funding source: 01.0200.0210.005400.
30. Discuss, consider and take appropriate action regarding the temporary closing of CR 233 and CR 464 for replacement of cross culverts.
31. Discuss, consider, and take appropriate action on approving a LTP transfer to transfer \$200,000 from P457 (LTP ROW) to P599 (Chandler Corridor Segment 1).
32. Discuss, consider, and take appropriate action on moving funds and closing various projects in the 2013 Road Bond Program.
33. Discuss, consider and take appropriate action on a real estate contract with Melissa Marie Dixon for 0.384 AC needed as right of way on the CR 313 project (Parcel 6). Funding Source: LRTP

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)."

34. 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.
- v) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas

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

- 35.** 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 Skyfall
- b) Project Soul Train
- c) Project School Bus

- 36.** 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. 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
19. 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
20. 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
21. Cause No. 23-2583-C480; Chauncy Williams v. Adrienne Pernell, et al.; In the 480th Judicial District Court of Williamson County, Texas
22. Cause No. 3-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480th Judicial District Court; 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.

37. 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).
38. 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).
39. 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)

40. Discuss and take appropriate action concerning economic development.
41. Discuss and take appropriate action concerning real estate.

42. 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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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
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13. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
14. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
15. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
16. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
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18. 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
19. 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
20. 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
21. Cause No. 23-2583-C480; Chauncy Williams v. Adrienne Pernell, et al.; In the 480th

Judicial District Court of Williamson County, Texas

22. Cause No. 3-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480th Judicial District Court; 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.

- 43.** 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.

- 44.** Comments from Commissioners.

- 45.** 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 10th day of May, 2024 at 2:30 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:** 05/14/2024

Line Item Transfer for the District Attorney

Submitted By: Ronnie Simek, District Attorney**Department:** District Attorney**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the District Attorney's Office.

Background

This transfer is necessary to help cover the expenses, related to vehicle repairs, for the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003005	Office Furniture	\$3,360.00
To	0100-0440-004541	Vehicle Repairs	\$3,360.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Ronnie Simek

Final Approval Date: 05/07/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

05/06/2024 04:14 PM

05/07/2024 08:21 AM

Started On: 05/03/2024 02:03 PM

Commissioners Court - Regular Session**4.****Meeting Date:** 05/14/2024

LIT - Vehicle Repairs

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Line item transfer to cover anticipated vehicle repairs. With supply chain issues, ambulances are being used longer than normal, which in turn results in increased repair costs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005000	Capital Outlay > \$5000	\$40,000.00
From	0100-0540-005700	Vehicles > \$5,000	\$50,000.00
To	0100-0540-004541	Vehicle Repairs & Maint	\$90,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Knipstein

Final Approval Date: 05/09/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

05/08/2024 02:04 PM

05/09/2024 12:45 PM

Started On: 05/07/2024 09:20 AM

Commissioners Court - Regular Session**5.****Meeting Date:** 05/14/2024

Line Item Transfer

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

Information**Agenda Item**

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

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0499.004100	Professional Services	\$500.00
To	0100.0499.004544	Office Equipment Repairs	\$500.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Mary Greenway

Final Approval Date: 05/07/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

05/06/2024 04:14 PM

05/07/2024 08:21 AM

Started On: 05/03/2024 10:27 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 05/14/2024

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
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Attachments

Merit Report

Merit LIT

Form Review**Inbox**

Human Resources (Originator)
County Judge Exec Asst.
Form Started By: Kayla Marek
Final Approval Date: 05/09/2024

Reviewed By

Rebecca Clemons
Becky Pruitt

Date

05/09/2024 07:44 AM
05/09/2024 08:42 AM
Started On: 05/08/2024 04:39 PM

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
County Auditor	Internal Auditor I.0643.001100.	16893	\$60,000.20	\$1,499.94	2.50	\$61,500.14	-	MERIT	24-May-24
Justice of the Peace 3	Court Clerk I.1001.001100.	16664	\$38,376.00	\$575.64	1.50	\$38,951.64	-	MERIT	24-May-24
Unified Road Systems	Operator II.1550.001100.	14601	\$50,000.00	\$1,290.00	2.58	\$51,289.99	-	MERIT	19-Jul-24

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0495	001100	1,499.94	
01	0100	0495	001130		1,499.94
01	0100	0453	001100	575.64	
01	0100	0453	001130		575.64
01	0200	0210	001100	1,290.00	
01	0200	0210	001130		1,290.00
01	0100	0576	001130	459.08	
01	0100	0576	001100		459.08

Reversal of merit PCN 5/14/24 - promotion processed instead

Commissioners Court - Regular Session**7.****Meeting Date:** 05/14/2024

JP1 EOM APRIL 2024

Submitted For: KT Musselman**Submitted By:** Misty Lamb, J.P. Pct. #1**Department:** J.P. Pct. #1**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, April 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

JP1 EOM APRIL 2024

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Misty Lamb

Final Approval Date: 05/09/2024

Reviewed By

Becky Pruitt

Date

05/09/2024 11:49 AM

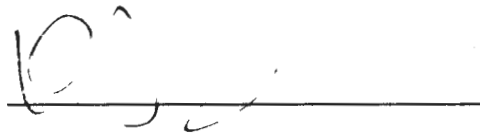
Started On: 05/09/2024 11:45 AM

**IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

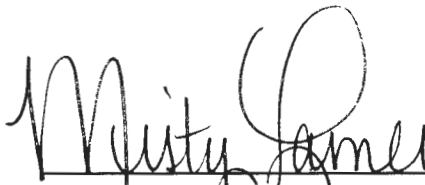
Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of the Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of April 2024

DETAILED REPORT IS AVAILABLE THROUGH THE AUDITOR'S OFFICE.



KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 01 day of May 2024 to certify which witness my hand and seal of office.



NOTARY PUBLIC
In and for the State of Texas



Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2024 - 04/30/2024 Case Categories: Criminal; Civil
Locations: JP1

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-1-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	50.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	100.00
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	9,670.03
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	22,760.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	109.80
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-1-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	5.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	239.02
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	7,324.50
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	918.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-1-01-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	996.66
0100 - General Fund Total:		42,173.01
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	25.00
0365 - Child Safety Fund Total:		25.00
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,530.00
0370 - Alternate Dispute Resolution Fund Total:		1,530.00
0373 - JP-1 Truancy Program Fund		
01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	L-004-1-01-0373-0000-341917: 01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	200.00
0373 - JP-1 Truancy Program Fund Total:		200.00
0399 - State Agency Fund		
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	3,925.06
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	567.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	25.72
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,972.96
01-0399-0000-208720 - SEATBELT FINES	L-004-1-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	225.50
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	150.00
0399 - State Agency Fund Total:		6,866.24

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2024 - 04/30/2024 Case Categories: Criminal; Civil
Locations: JP1

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

G/L Account	G/L Account Number	Fee Totals
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	575.00
JP BOND Total:		575.00
Fee Totals for All Funds:		51,369.25

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2024 - 04/30/2024 Case Categories: Criminal; Civil
Locations: JP1

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
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	9.80	3	0.00	0	0.00	0	9.80	3
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	25.72	8	0.00	0	0.00	0	25.72	8
2020AFRRPD	Arrest Fee - Round Rock PD CCP 102.011(a)(1), 102.011(e)	0.00	0	5.00	1	0.00	0	5.00	1
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	302.11	68	3.89	1	0.00	0	306.00	69
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	3,814.84	73	110.22	2	0.00	0	3,925.06	75
2020CDF	Compliance Dismissal Fine	70.00	7	0.00	0	0.00	0	70.00	7
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	90.00	9	0.00	0	0.00	0	90.00	9
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	971.77	81	24.89	2	0.00	0	996.66	83
2020LTF	Local Traffic Fine (TC 542.403)	118.37	43	0.00	0	0.00	0	118.37	43
2020STF	State Traffic Fine (TC 542.4031)	1,972.96	43	0.00	0	0.00	0	1,972.96	43
2020TPF	Time Payment Fee CCP 102.030	239.02	24	0.00	0	0.00	0	239.02	24
2020WFC1	Warrant Fee - Const Pct 1 CCP 102.011(a)(2), 102.011(e)	100.00	2	0.00	0	0.00	0	100.00	2
2020WFWCSO	Warrant Fee Sheriff's Office CCP 102.011(a)(2), 102.011(e)	100.00	2	0.00	0	0.00	0	100.00	2
AB	Abstract	10.00	1	0.00	0	0.00	0	10.00	1
AFACC	Arrest Fee - Austin Community College	4.41	1	0.00	0	0.00	0	4.41	1
CB	Cash Bond	738.00	3	0.00	0	(163.00)	2	575.00	5
CCOP	Civil Copies	10.00	9	0.00	0	0.00	0	10.00	9
CERT	Certified Copy	11.00	4	0.00	0	0.00	0	11.00	4
CFINE	County Fine	7,305.50	62	19.00	1	0.00	0	7,324.50	63
CONT1	Constable Service Fee Pct #1	15,360.00	156	0.00	0	0.00	0	15,360.00	156
CSFF	Child Safety Fee (CCP 102.014(d))	20.00	1	0.00	0	0.00	0	20.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	25.00	1	0.00	0	0.00	0	25.00	1
DDF	Deferred Disposition Fee	1,151.00	13	0.00	0	0.00	0	1,151.00	13
FNTC1	Child Safety Seat Fine Trauma Center	225.50	3	0.00	0	0.00	0	225.50	3
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
MISCOP	Miscellaneous Copy Fees	0.25	1	0.00	0	0.00	0	0.25	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,530.00	307	0.00	0	0.00	0	1,530.00	307

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2024 - 04/30/2024 Case Categories: Criminal; Civil
Locations: JP1

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
SB41JCSF	Justice Court Support Fund	7,650.00	307	0.00	0	0.00	0	7,650.00	307
SB41LAF	Language Access Fund - LGC 135.155	918.00	307	0.00	0	0.00	0	918.00	307
SB41SCF	State Consolidated Fee	567.00	28	0.00	0	0.00	0	567.00	28
SCH	School District Fine	50.00	1	0.00	0	0.00	0	50.00	1
SFMCWV	State Fine - Motor Carrier Weight Violation	150.00	1	0.00	0	0.00	0	150.00	1
TCC	Truancy Court Cost (HB2398)	200.00	4	0.00	0	0.00	0	200.00	4
TURN	Turnover	5.00	1	0.00	0	0.00	0	5.00	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	170.00	34	0.00	0	0.00	0	170.00	34
WSF1	Constable #1 - Writ Service Fee	7,400.00	37	0.00	0	0.00	0	7,400.00	37
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		51,369.25	1,649	163.00	7	(163.00)	2	51,369.25	1,658

Commissioners Court - Regular Session**8.****Meeting Date:** 05/14/2024

Justice of the Peace 4 April 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 the Justice of the Peace, Pct. 4, April 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

JP4 EOM APR 2024

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 05/09/2024

Reviewed By

Becky Pruitt

Date

05/09/2024 08:44 AM

Started On: 05/08/2024 07:25 PM

**IN COMPLIANCE WITH ARTICLE 103.005
CODE OF CRIMINAL PROCEDURE**

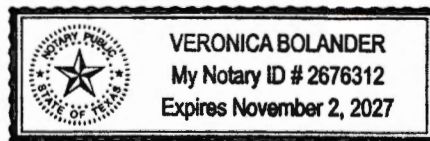
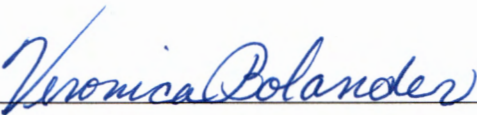
**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

**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 April 2024.**



**RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR**

This 8th day of May 2024, to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Deposit Date: 04/01/2024 - 04/30/2024

Case Categories: Civil; Criminal

Locations: JP4

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

Final Totals		Fee Totals	Transaction Totals
Total Payments		107,130.58	107,130.58
Total Adjustments Impacting Payments		0.00	0.00
Final Fee Code Totals		107,130.58	107,130.58
Tender Method Summary			
Tender Types	Cash	6,030.93	6,030.93
	Cashier's Check	505.39	505.39
	Certified Payments Credit Card	45,810.73	45,810.73
	Check	3,012.00	3,012.00
	Credit Card	31,449.53	31,449.53
	E-File Credit Card	19,073.00	19,073.00
	Money Order	1,249.00	1,249.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 04/01/2024 - 04/30/2024
Locations: JP4

Case Categories: Civil; Criminal

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	1,000.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	1,191.12
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	983.87
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	170.00
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	12,141.65
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	13,200.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-4-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	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	147.98
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	942.41
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	42,486.46
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	912.00
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	4,423.78
0100 - General Fund Total:		77,604.27
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	1.35
0361 - JP Security Fund Total:		1.35
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	46.30
0365 - Child Safety Fund Total:		46.30
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)	50.00
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	1.65
0369 - JP-4 Truancy Program Fund Total:		51.65
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	1,520.00
0370 - Alternate Dispute Resolution Fund Total:		1,520.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 04/01/2024 - 04/30/2024
Locations: JP4

Case Categories: Civil; Criminal

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	1.31
0372 - Justice Court Technology Fund Total:		1.31
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	0.66
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	13.20
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	19,157.06
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	420.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	1.31
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	1.98
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	395.90
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	9.90
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	6,757.14
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	0.66
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	897.89
0399 - State Agency Fund Total:		27,905.70
Fee Totals for All Funds:		107,130.58

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 04/01/2024 - 04/30/2024 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)	47.23	13	0.00	0	0.00	0	47.23	13
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	324.25	75	0.00	0	0.00	0	324.25	75
2020AFHISD	Arrest Fee - Hutto ISD PD CCP 102.011(a)(1), 102.011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020AFJISD	Arrest Fee - Jarrell ISD PD CCP 102.011(a)(1), 102.011(e)	15.93	4	0.00	0	0.00	0	15.93	4
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102.011(e)	75.00	15	0.00	0	(5.00)	1	70.00	16
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	1,092.51	269	5.00	1	0.00	0	1,097.51	270
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	19,157.06	374	0.00	0	0.00	0	19,157.06	374
2020CDF	Compliance Dismissal Fine	280.00	29	0.00	0	0.00	0	280.00	29
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	281.98	30	0.00	0	0.00	0	281.98	30
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	4,423.78	381	0.00	0	0.00	0	4,423.78	381
2020LTF	Local Traffic Fine (TC 542.403)	405.46	156	0.00	0	0.00	0	405.46	156
2020STF	State Traffic Fine (TC 542.4031)	6,757.14	156	0.00	0	0.00	0	6,757.14	156
2020TPF	Time Payment Fee CCP 102.030	942.41	102	0.00	0	0.00	0	942.41	102
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	88.17	2	0.00	0	0.00	0	88.17	2
AB	Abstract	30.00	7	0.00	0	0.00	0	30.00	7
AFDPS	Arrest Fee - DPS (CCP 102.011)	1.65	1	0.00	0	0.00	0	1.65	1
CB	Cash Bond	1,000.00	2	0.00	0	0.00	0	1,000.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	13.20	1	0.00	0	0.00	0	13.20	1
CCOP	Civil Copies	36.00	17	0.00	0	0.00	0	36.00	17
CFINE	County Fine	42,366.46	344	120.00	2	0.00	0	42,486.46	346
CHS	Courthouse Security Fee (CCP 102.017)	0.99	1	0.00	0	0.00	0	0.99	1
CHSJC	JP Security Fee (CCP 102.017)	0.36	1	0.00	0	0.00	0	0.36	1
CJS	Criminal Judicial Support Fee (LGC 103.105)	1.98	1	0.00	0	0.00	0	1.98	1
COLLFEE	Collection Agency Fee	1,191.12	17	0.00	0	0.00	0	1,191.12	17
CONT4	Constable Service Fee Pct #4	9,200.00	80	0.00	0	0.00	0	9,200.00	80

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 04/01/2024 - 04/30/2024 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
COPIES	Certified Copies	2.00	1	0.00	0	0.00	0	2.00	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))	46.30	2	0.00	0	0.00	0	46.30	2
DDF	Deferred Disposition Fee	2,356.78	29	0.00	0	(120.00)	2	2,236.78	31
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)	0.66	1	0.00	0	0.00	0	0.66	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	1.31	1	0.00	0	0.00	0	1.31	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	1.31	1	0.00	0	0.00	0	1.31	1
JTP	Juvenile Truancy Program (CCP 102.0174)	1.65	1	0.00	0	0.00	0	1.65	1
OPAY	Over Payments > \$10	0.00	0	170.00	1	0.00	0	170.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,520.00	304	0.00	0	0.00	0	1,520.00	304
SB41JCSF	Justice Court Support Fund	7,600.00	304	0.00	0	0.00	0	7,600.00	304
SB41LAF	Language Access Fund - LGC 135.155	912.00	304	0.00	0	0.00	0	912.00	304
SB41SCF	State Consolidated Fee	420.00	20	0.00	0	0.00	0	420.00	20
SFC4	Service/Arrest Fee - Const. 4	12.58	3	0.00	0	0.00	0	12.58	3
SFMCWV	State Fine - Motor Carrier Weight Violation	897.89	6	0.00	0	0.00	0	897.89	6
STF	State Traffic Fee (TC 542.4031)	9.90	1	0.00	0	0.00	0	9.90	1
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
TFC	Traffic	0.99	1	0.00	0	0.00	0	0.99	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	0.66	1	0.00	0	0.00	0	0.66	1
TPWF	Texas P&W Fine	1,153.87	20	0.00	0	(170.00)	1	983.87	21
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WEXEC	Writ of Execution	15.00	3	0.00	0	0.00	0	15.00	3
WPOSS	Writ of Possession	80.00	16	0.00	0	0.00	0	80.00	16
WSF4	Constable #4 - Writ Service Fee	4,000.00	20	0.00	0	0.00	0	4,000.00	20
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		107,130.58	3,126	295.00	4	(295.00)	4	107,130.58	3,134

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 4/01/2024-4/30/2024

	<u>DR</u>	<u>CR</u>	<u>GL Code</u>	<u>GL Description</u>	<u>ALLOCATION %</u>
Local CCC-Class C		\$4,423.78	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	\$1,548.32		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	\$1,579.92		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	\$1,263.94		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	\$31.60		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	\$4,423.78	\$4,423.78			100.000000%
Collected	\$4,423.78				

Commissioners Court - Regular Session**9.****Meeting Date:** 05/14/2024

ESD 9 board appointment of Pavel Olchovik

Submitted For: Terry Cook**Submitted By:** Garry Brown, Commissioner Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on the appointment of Pavel Olchovik to the ESD 9 Board of Commissioners.

Background

This is for an unexpired term to begin immediately and run till 12/31/25. He will take the place of Bob Vogt who resigned when he moved out of the district.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Pavel Olchovik bio

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 05/08/2024

Reviewed By

Becky Pruitt

Date

05/08/2024 02:09 PM

Started On: 05/08/2024 01:41 PM

BIO -Pavel Olchovik 2024

Pavel Olchovik recently retired from Dell in June 2023 where he served as a display/touch architect driving next generation display solutions for laptops and “all in one” products. Pavel partnered with numerous departments within Dell and many external vendors to ensure alignment and implementation of next generation display strategies. Pavel managed vendor technical relations including creation and implementation of specifications, production process requirements and testing guidelines. He has worked with cutting edge technologies for over 35 years in engineering management, electrical, mechanical and RF positions.

Pavel has a BS in applied mathematics and an MBA with a concentration in technology management.

Pavel’s other relevant positions

- Engineering manager, Technical Sales manager
- Mechanized Infantry Company Command, Battalion Communications Officer.
- Private School board of directors.
- Porche Mechanic

Current activities:

- Grandfather
- Round Rock Area Serving Center volunteer in Computer’s for Kids.
- HAM Radio (K15OSA)
 - General Class License
 - Williams County Amateur Radio Club
 - RACES (Radio Amateur Civil Emergency Service, TDEM) Williamson County CLO Alternate
 - Austin Amateur Radio Club
 - ARES, (Amateur Radio Emergency Services), SkyWarn certified
- The Fellowship Church Production, Cleaning Teams
- Austin Astronomical Society
- Private Pilot, Photography, Hiking, Boating, Gardening

Commissioners Court - Regular Session**10.****Meeting Date:** 05/14/2024

EPM.EMS

Submitted For: Rebecca Clemons**Submitted By:** Rebecca Clemons, Human Resources**Department:** Human Resources**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on an update to the Employee Policy Manual for FY24.

Background

This update clarifies practice for additional hours for bereavement leave for EMS staff on 48 hour schedules. We would like to strike the phrase regarding the additional 16 hours, since some receive up to 12 hours per day based on shift. This is already listed within the same section.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

one.page.EPM

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 05/08/2024

Reviewed By

Becky Pruitt

Date

05/08/2024 02:05 PM

Started On: 05/07/2024 09:42 AM

Leave Chart

Use of leave accruals must be approved by the Elected Official or Department Head

**Employees are encouraged to take leave throughout the year,
as business needs can change and leave approval is not guaranteed.*

Type	Rate of Accrual	Max Accrual	Policy
BANKED HOLIDAY LEAVE*	Up to eight (8) hours per occurrence, determined by number of hours worked on the holiday.	200 hours	<ul style="list-style-type: none"> Holiday hours may be banked when an employee works on the actual holiday and will match the hours worked, up to a maximum of eight (8) hours. Will not be paid upon termination if earned after 10/1/14. Banked Holiday accruals earned before 10/1/14 will no longer be paid out upon termination after 10/1/24.
BEREAVEMENT LEAVE*	2 (8-hour) days per fiscal year; does not roll over	N/A (Not paid at termination)	<ul style="list-style-type: none"> May be granted following the death of a friend or family member at the discretion of your department's leadership. Documentation may be required. EMS Paramedics will receive up to 12 hours per day based on regular shift assignment. Up to two (2) additional days may be approved by HR for the death of an immediate family member (spouse, child, sibling, parent, legal guardian, spouse's parent, child's spouse, or other individual for whom the employee stands "in loco parentis." See Basic FMLA policy or contact HR for further information.). The additional bereavement leave may be requested via online form submission and upload of required documentation. EMS Paramedics may be approved for up to 16 additional hours.
PUBLIC SAFETY ADJUSTMENT	4 hours per paid holiday, floating holiday, and bereavement day allotted; does not roll over	N/A (Not paid at termination)	<ul style="list-style-type: none"> Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions. Max of 4 hours per shift and must be used with 8 hours of holiday, floating holiday, or bereavement to cover shift as scheduled. Contact Human Resources regarding application of Public Safety Adjustment accruals within FMLA.
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	<ul style="list-style-type: none"> Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court. Time off to vote may be approved due to unusual circumstances, please refer to State of Texas Regulations. Civil Leave may be approved when an employee is summoned to testify for a case that is work related only. The first 15 business days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 business days the employee may choose to use vacation leave or be placed on leave without pay. Up to seven additional paid military leave days may be applied in accordance with Government Code Section 437.202, as required relating to Emergency Orders issued by the Governor. Contact HR for further information related to USERRA leave and benefit continuation.

*Refer to Public Safety Adjustment policy details within this table.

Commissioners Court - Regular Session**11.****Meeting Date:** 05/14/2024

TDEM Interlocal Agreement Approval for Office Space Change

Submitted By: Shantelle Brannon, Emergency Management**Department:** Emergency Management**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving an interlocal agreement between Williamson County and Texas Division of Emergency Management.

Background

Williamson County would like to enter into an interlocal agreement with Texas Division of Emergency Management to relocate the County Liaison Officer office space from EMS Training Facility, 3189 SE Inner Loop to Emergency Services Operations Center, 911 Tracy Chambers Lane. The agreement would require commissioners court approval and a signature from County Judge Bill Gravell.

The purpose of the office move will facilitate the provision of emergency services. TDEM County Liaison Officer assigned to Williamson County requires a location from which they may operate to coordinate state emergency response, recovery, preparedness and mitigation efforts.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Interlocal Agreement - TDEM and Williamson County

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shantelle Brannon

Final Approval Date: 05/09/2024

Reviewed By

Becky Pruitt

Date

05/09/2024 08:33 AM

Started On: 05/08/2024 09:05 AM

**INTERLOCAL AGREEMENT
BETWEEN _____ AND
TEXAS DIVISION OF EMERGENCY MANAGEMENT**

This Interlocal Agreement ("Agreement") is made and entered into between _____, a local government entity located in _____ County, Texas ("LGE"), and Texas Division of Emergency Management, a member of the Texas A&M University System, an agency of the State of Texas ("TDEM") for the purpose of facilitating the provision of emergency services. The LGE and TDEM are sometimes referred to herein individually as "Party" or collectively as "Parties."

RECITALS:

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended, cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into local contracts and agreements with each other regarding governmental functions and services; and

WHEREAS TDEM personnel require a location from which they may operate to coordinate state emergency response, recovery, preparedness, and mitigation efforts; and

WHEREAS, TDEM has requested that space be made available to it for its personnel and;

WHEREAS the LGE has determined there is available space to accommodate TDEM's request in the _____ Building located at _____
_____ (the "Building");

NOW THEREFORE, in consideration of the mutual covenants contained herein and subject to the conditions herein set forth, the LGE and TDEM hereby agree as follows.

A. LGE AGREEMENTS

- 1) The LGE will provide office space to TDEM personnel in which they can conduct routine functions connected with their emergency management efforts at the Building. The LGE may change the location of the designated office space upon notice to TDEM. TDEM staff may utilize the staff restrooms and any other common spaces in the Building. The LGE will provide TDEM with ___ parking spot(s) which exclusive.
- 2) The LGE will maintain the space and provide electrical, water, gas, heating and air conditioning services to the space. The LGE will also provide the following services:

- 3) (A) The LGE reserves the right to utilize the space for its own purposes and the access granted to TDEM hereunder is not exclusive. OR (B) The access granted to TDEM hereunder to utilize the space is exclusive.

- 4) The LGE will provide TDEM personnel 24-hour access to the Building by _____, which will be returned to LGE at the termination of this Agreement.

B. TDEM AGREEMENTS

- 5) TDEM will identify to the LGE a point of contact who will communicate with the LGE related to the use of the space under this Agreement. TDEM's initial current point of contact for this Agreement is _____, phone: _____, email: _____.
- 6) TDEM agrees that it will be utilizing the space provided in furtherance of its emergency management duties for the State.
- 7) TDEM will advise the LGE as soon as practicable when its personnel shall be utilizing the space provided under this Agreement.
- 8) TDEM personnel will be providing all their own equipment and communications devices and will access state computer programs utilizing their own equipment. TDEM agrees that no access to the LGE computer system will be required or requested at any time. TDEM may access a public or guest wireless network, if available.
- 9) While located at the LGE premises, TDEM personnel shall perform their duties in a manner so as to not interfere with the ordinary functioning of public safety activities of the police, fire, EMS and/or other personnel of the LGE.

C. JOINT AGREEMENTS

- 10) The LGE will not charge TDEM for the use of the space under this Agreement, and TDEM will not make a claim for providing services under this Agreement to the LGE.
- 11) The employees of each of the Parties under this Agreement shall at all times continue to be employees of that Party, and there shall be no claim by either Party that any of their employees are considered to be borrowed servants working for the other Party. Each Party under this Agreement will be responsible for the acts and omissions of its own employees. An employee of either Party injured during the performance of their duties shall be provided benefits, if any, by the employing Party.
- 12) This Agreement shall be effective beginning _____ and shall remain in effect until _____; provided, however, that the term of this Agreement may not exceed ten (10) years.
- 13) Notwithstanding anything herein to the contrary, this Agreement shall remain in force at the pleasure of either Party; either Party may terminate this Agreement upon the issuance of a thirty-day notice to the other Party. The Parties may provide notice to the following addresses:

TDEM:

TDEM

Attn: Stacia Rivera, Facilities and Property Administrator
313 E Anderson Ln
Austin, Texas 78752
Phone: 512-696-7282
Email: stacia.rivera@tdem.texas.gov

LGE

Attn: _____
_____, Texas _____
Phone: _____
Email: _____

- 14) This is the entire agreement between the Parties; no oral representations made by either Party to this Agreement not reduced to writing herein shall be of any effect whatsoever.
- 15) This Agreement may be executed in multiple copies for the convenience of the Parties.

This Agreement has been approved by LGE and executed by its authorized signatory. TDEM has executed this Agreement in accordance with its governing regulations.

LGE:

Name: _____
Title: _____
Date: _____

TEXAS DIVISION OF EMERGENCY MANAGEMENT:

W. Nim Kidd
Vice Chancellor for Disaster and Emergency Services and
Chief of the Texas Division of Emergency Management, TDEM
Date: _____

Commissioners Court - Regular Session**12.****Meeting Date:** 05/14/2024

Eye Productions 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 with Eye Productions, Inc. for off duty contracting of County Sheriff Deputies to be effective May 14, 2024 (Traffic Control/Safety while filming in Williamson County)

Background

This is the annual renewal agreement that will give permission for Eye Productions to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage. Current vehicle agreement expired on September 30, 2023. It was just discovered that Eye Productions contacted Roll Kall directly to set up the assignment for this fiscal year instead of contacting the Sheriff's Office off duty coordinator. It was discovered on the May deposit report from Roll Kall of these vehicle charges. The off duty coordinator has discussed with Roll Kall the importance of the vehicle agreement and that we must have it approved prior to work performed for future off duty assignments.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Eye Productions

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 05/09/2024

Reviewed By

Becky Pruitt

Date

05/09/2024 11:45 AM

Started On: 05/08/2024 03:39 PM

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 May 14, 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

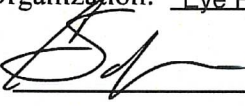
9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

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: Eye Productions, Inc. - "WALKER"

Signature: 

Printed Name: Chris Cantu-Salazar

Title: Key Assistant Location Manager

Date: May 7, , 2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: 

Date: May 8, , 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 WORK²

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**13.****Meeting Date:** 05/14/2024

Participation in Regional Habitat Conservation Plan for a WCRBP project - Pond Springs Drainage

Submitted By: Josh Renner, Parks**Department:** Parks**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on participation by Williamson County Road Bond Program under the County's Habitat Conservation Plan (HCP) for drainage improvements along Roxie Drive to Pond Springs Road, south to Woods Pond in the City of Austin, Williamson County, Texas.

Background

Williamson County proposes to conduct drainage improvements along Roxie Drive to Pond Springs Road, south to Woods Pond in the City of Austin, Williamson County, Texas. The project would be performed within a 20-foot buffer of two linear segments of existing stormwater drainages and some minor excavation (grading) north of (but not within) a stormwater detention pond located near the intersection of Roxie Drive and Pond Springs Road within the City of Austin, Williamson County, Texas. The project includes replacing subsurface drainage infrastructure (e.g., pipes and concrete culverts) along approximately 280 linear feet (0.04 acre) of Roxie Drive before turning southeast for approximately 1,190 linear feet (0.22 acre) underneath Pond Springs Road (project area).

Approximately 0.5 acres (rounded up to 1.0 acre pursuant to requirements for RHCP participation) lies within Karst Zone 1 (area known to contain endangered cave species). Within Karst Zone 1, there is the potential to encounter currently unknown voids and karst features during earth-moving associated with construction activities. As such, the County is enrolling the project for karst impacts. Field surveys did not identify potential golden-cheeked warbler (*Setophaga chrysoparia*) breeding habitat within and near the project area. Therefore, the County is not enrolling the project for golden-cheeked warbler habitat impacts. Due to the anticipated impacts, the County seeks RHCP enrollment for karst impacts across the entire project area and fees will cover 1.0 acre. RHCP participation fees over Karst Zone 1 are \$100.00/acre; therefore, the participation cost for the proposed project across the impacted acres is \$100.

Staff recommends the following action: Authorize County Judge (or designee) to acknowledge/sign the Determination Letter and Participation Agreement (attached) to enroll the project under the Williamson County Regional Habitat Conservation Plan WCCF File #20240422 and to sign any related documents as may be required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Determination Letter

Participation Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Josh Renner

Final Approval Date: 05/09/2024

Reviewed By

Becky Pruitt

Date

05/09/2024 08:41 AM

Started On: 05/08/2024 03:19 PM



Board of Directors

Pct. 3 Commissioner
Valerie Covey
Board President
Williamson County, TX

Pct. 2 Commissioner
Cynthia Long
Board Vice-president
Williamson County, TX

Brent A. Baker
Round Rock, TX

Paul Barron
Cedar Park, TX

Allen Bowersox
Georgetown, TX

Ben Thompson
Hutto, TX

Lyle Grimes
Cedar Park, TX

Joshua D. Renner
Secretary
Env. Program Manager

Williamson County
Conservation Foundation
219 Perry Mayfield
Leander, TX 78641
512/943-1921

May 6, 2024

**Williamson County Road Bond Program
c/o The Honorable Bill Gravell Jr., County Judge
710 Main Street, Suite 101
Georgetown, TX 78626**

Re: A <1-acre project performed within a 20-foot buffer of two linear segments of existing stormwater drainages and some minor excavation (grading) north of (but not within) a stormwater detention pond located near the intersection of Roxie Drive and Pond Springs Road within the City of Austin, Williamson County, Texas. (Figure 1)

Dear Judge Gravell,

Thank you for your participation in the Williamson County Regional Habitat Conservation Plan (RHCP). The following determination of fees relates to the referenced project area as a condition of participation under the Plan. A review of the application and supporting documents has been conducted in accordance with the RHCP. Accordingly, the Williamson County Conservation Foundation (WCCF) makes the following determination as to this application:

- 1. The fee for participation under the RHCP for the referenced project will be \$100.00 (One Hundred and No Hundredths Dollars) representing the approximate 0.26 acres in the Edwards Limestone geological karst zone not associated with a known occupied habitat feature and being assessed at \$100/acre (rounded up to the nearest acre).**
- 2. Please notify this office as soon as possible – by email to josh.renner@wilco.org or by return mail to the address shown to the left below – of agreement to these participation fees. An electronically signed, or signed (in blue ink), scanned copy of this letter is sufficient for acknowledgement of these terms.**
- 3. A Participation Agreement based on the terms outlined in this letter and following the Williamson County Regional Habitat Conservation Plan will be delivered to you for execution upon receipt of the participation fee.**

Should you have any questions about this letter, or questions concerning participation under the Williamson County Habitat Conservation Plan, please contact the WCCF.

Sincerely,

**Joshua D. Renner
Environmental Program Director
Williamson County Conservation Foundation**

~~~~~

**Agreed as to both form and substance:**

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

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

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

~~~~~

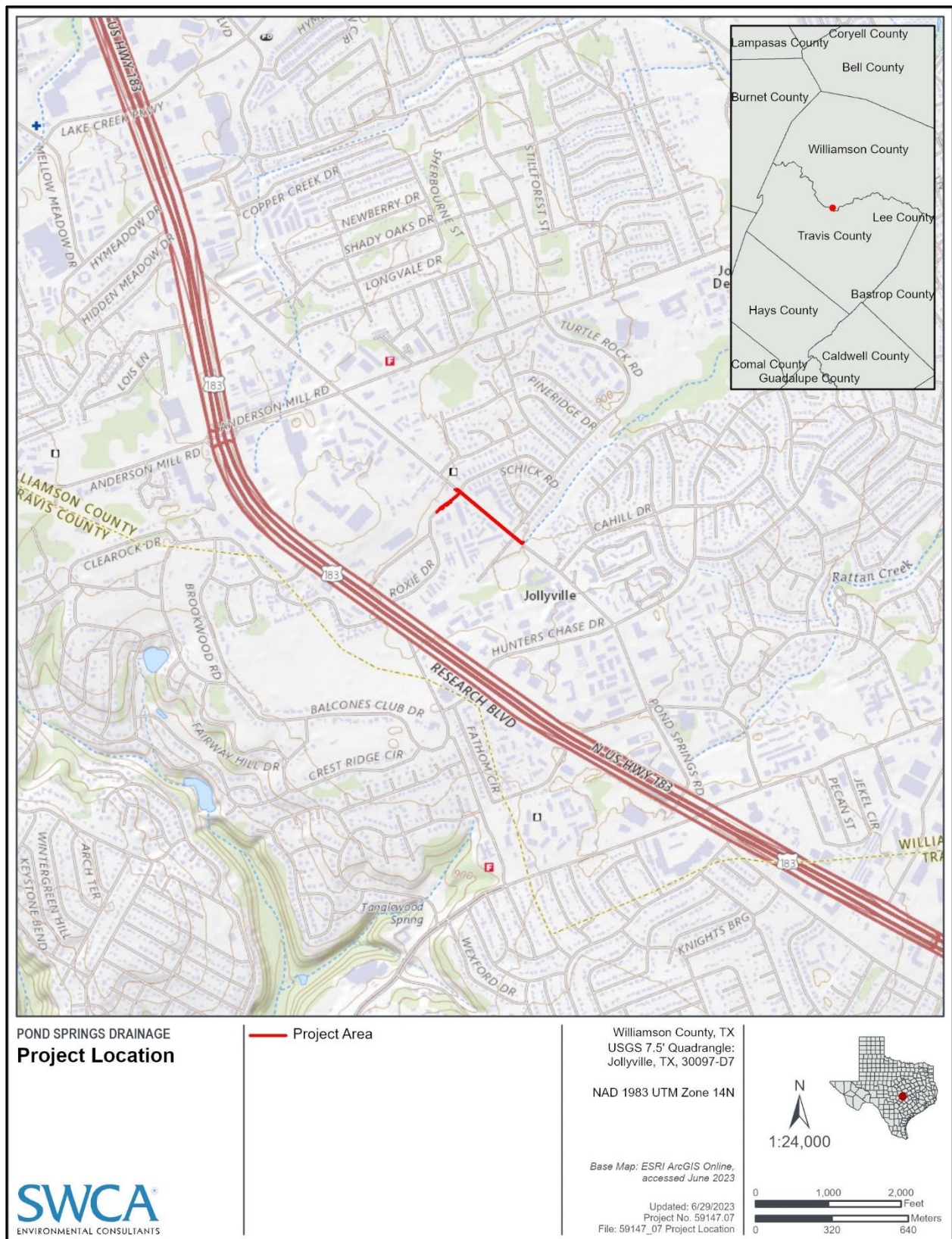
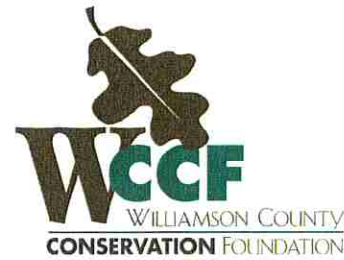


Figure 1. Project area location map.



WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN

PARTICIPATION AGREEMENT

This **WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN PARTICIPATION AGREEMENT** (this "Participation Agreement") dated May 6, 2024, is entered into by **WILLIAMSON COUNTY ROAD BOND PROGRAM** (the "Participant"), and the **WILLIAMSON COUNTY CONSERVATION FOUNDATION**, a Texas non-profit corporation (the "Foundation").

BACKGROUND

Williamson County, Texas, and the Foundation are the permittees under federal Endangered Species Act incidental take permit number TE-181840-1 dated October 21, 2008 (as amended August 30, 2013, hereinafter the "Permit"). The Permit authorizes "take" of certain listed species of wildlife occurring in Williamson County in exchange for implementation of the Williamson County Regional Habitat Conservation Plan (the "Plan"). The Foundation/Williamson County administers the Plan, which includes granting participation rights to applicants who enter into participation agreements. Through participation in the Plan, a participant receives authority for incidental "take" of listed species covered by the Permit, in accordance with the terms and conditions of the Permit and this Participation Agreement. Incidental take means take that results from, but is not the purpose of, carrying out an otherwise lawful activity. Participant is the owner (or, if under tract is under contract, the reputed owner) of a tract or tracts of land (the "Property") located in Williamson County, Texas, and described on Exhibit "A" to this Participation Agreement.

AGREEMENT

1. **Grant Of Participation Rights And Obligations Of Participant.** The Foundation hereby grants to the Participant the right to participate in the Plan with respect to the Participant's proposed activities on the Property. Exhibit "B" to this Participation Agreement describes the Participant's proposed activities and the species to be covered under this Participation Agreement. The Participant represents and warrants that the activities proposed to be covered under this Participation Agreement will be carried out in full compliance with all applicable laws and regulations. This Participation Agreement covers only those activities described on Exhibit "B". The Participant shall consult with the Foundation before deviating in any material respect from the described activities. This Participation Agreement is entered into subject to all terms and conditions of the Permit, the Plan, and applicable law and regulations, and the Participant assumes and agrees to be bound by all of such terms and conditions, including without limitation those described on Exhibit "C" to this Participation Agreement.

2. **Participation Fee.** The Participant has paid to the Foundation the total sum of \$100 (One Hundred and No Hundredths Dollars) as calculated in accordance with the Plan with respect to the Participant's proposed activities on the Property.

3. **Right To Inspect.** The Foundation, the County, and the U.S. Fish and Wildlife Service shall have the right to inspect the Property in order to ensure compliance with the terms of this Participation Agreement.

4. **Breach By Participant.** The Foundation shall provide Participant written notice specifying any breach of the terms of this Participation Agreement, and Participant shall have seven (7) days thereafter, or such other length of time the Foundation agrees in writing, to cure said breach. The Foundation, at its sole discretion and for good cause, including without limitation Participant's failure to cure any breach within the applicable timeframe, may terminate this Participation Agreement. Notification of breach and termination of participation rights shall be made by the Foundation to the Participant in writing at the address provided in Section 11.

5. **Participant's Sole Recourse.** In the event that this Participation Agreement is (i) ineffective or deficient with respect to the Property or Participant's proposed activities for any reason, or (ii) terminated in accordance with the terms and provisions of this Participation Agreement, Participant's sole recourse shall be to recover from the Foundation an amount not to exceed the total sum referenced in Section 2 of this Participation Agreement, upon surrender and termination of this Participation Agreement by Participant in writing to the Foundation; provided, Participant shall not be entitled to recover administrative fees from the Foundation.

6. **Covenants Run With The Land; Recordation.** Participant agrees that the covenants provided herein are intended to be binding upon any heirs, successors, and assigns in interest to the Property. Upon any transfer of any ownership interests to all or part of the Property, this Participation Agreement shall not terminate as to the Property, but rather shall continue in full force and effect and shall be fully binding upon any heirs, successors, and assigns in interest to the Property, or any portion thereof. Upon execution of this Participation Agreement by the Foundation and Participant, a Memorandum of Participation Agreement in form substantially the same as attached hereto and incorporated herein for all purposes, shall be signed, acknowledged, and recorded by the Participant in the Official Public Records of Williamson County, Texas. The Participant shall promptly provide a copy of the recorded Memorandum of Participation Agreement to the Foundation.

7. **Venue And Choice Of Law.** The obligations and undertakings of each of the parties to this Participation Agreement shall be performable in Williamson County, Texas, and this Participation Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Texas.

8. **Entirety Of Agreement And Modification.** This instrument constitutes the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Participation Agreement are of no force of effect. Any oral representations or modifications concerning this Participation Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly approved by an authorized representative of such party.

9. **Non-Assignment.** Participant shall not sell, transfer, or assign all or any part of this Participation Agreement to a party other than a successive owner of all or a portion of the Property without prior written consent of the Foundation.

10. **Successors And Assigns.** This Participation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, as and where authorized pursuant to this Participation Agreement.

11. **Notice.** All notices under this Participation Agreement shall be in writing and shall be deemed to have been properly given, delivered and received (a) as of the date of delivery if personally delivered, or (b) as of the date of deposit in the mail system if sent by United States certified mail, return receipt requested, postage prepaid. For purposes of notices, the addresses of the parties are as follows

PARTICIPANT:

**Williamson County, Texas Road Bond Program
c/o Hon. Bill Gravell Jr., County Judge
710 Main Street, Suite 101
Georgetown, TX 78626
Attn: Foundation Application File No. 20240422
Phone: (512) 943-1550**

FOUNDATION:

**Williamson County Regional Habitat Conservation Plan
c/o Plan Administrator
219 Perry Mayfield
Leander, Texas 78641
Attn: Foundation Application File No. 20240422
Phone: (512) 943-1921**

or to such other address as hereafter shall be designated in writing by the applicable party.

12. **Term Of Participation Agreement.** This Participation Agreement shall terminate upon the expiration or termination of the Permit.

13. **Headings.** The headings at the beginning of the various provisions of this Participation Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Participation Agreement.

14. **Number And Gender Defined.** As used in this Participation Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

EXECUTED AS OF THE LAST DAY SET FORTH BELOW.

PARTICIPANT:

By: _____

Print Name: _____

Title: _____

Date: _____

FOUNDATION:

By: Cynthia Long

Print Name: Cynthia Long

Title: Vice President

Date: 5-7-2024

Exhibit List:

Exhibit "A" – Description of Participant's Property, including GPS coordinates/points (if available)

Exhibit "B" – Covered Species and Participant's Proposed Activities Relative to Participation Agreement

Exhibit "C" – Special Terms and Conditions in Connection with 10(a) Permit #TE – 181840-1

Exhibit "D" – Williamson County Regional Habitat Conservation Plan Memorandum of Participation Agreement Relative to U.S. Fish and Wildlife Service Permit

EXHIBIT "A"
TO PARTICIPATION AGREEMENT

Description of Participant's Property, including GPS coordinates/points, if available:

A <1-acre project performed within a 20-foot buffer of two linear segments of existing stormwater drainages and some minor excavation (grading) north of (but not within) a stormwater detention pond located near the intersection of Roxie Drive and Pond Springs Road within the City of Austin, Williamson County, Texas.

A project area graphic showing is attached making a total of two (2) pages for this Exhibit (including this page).

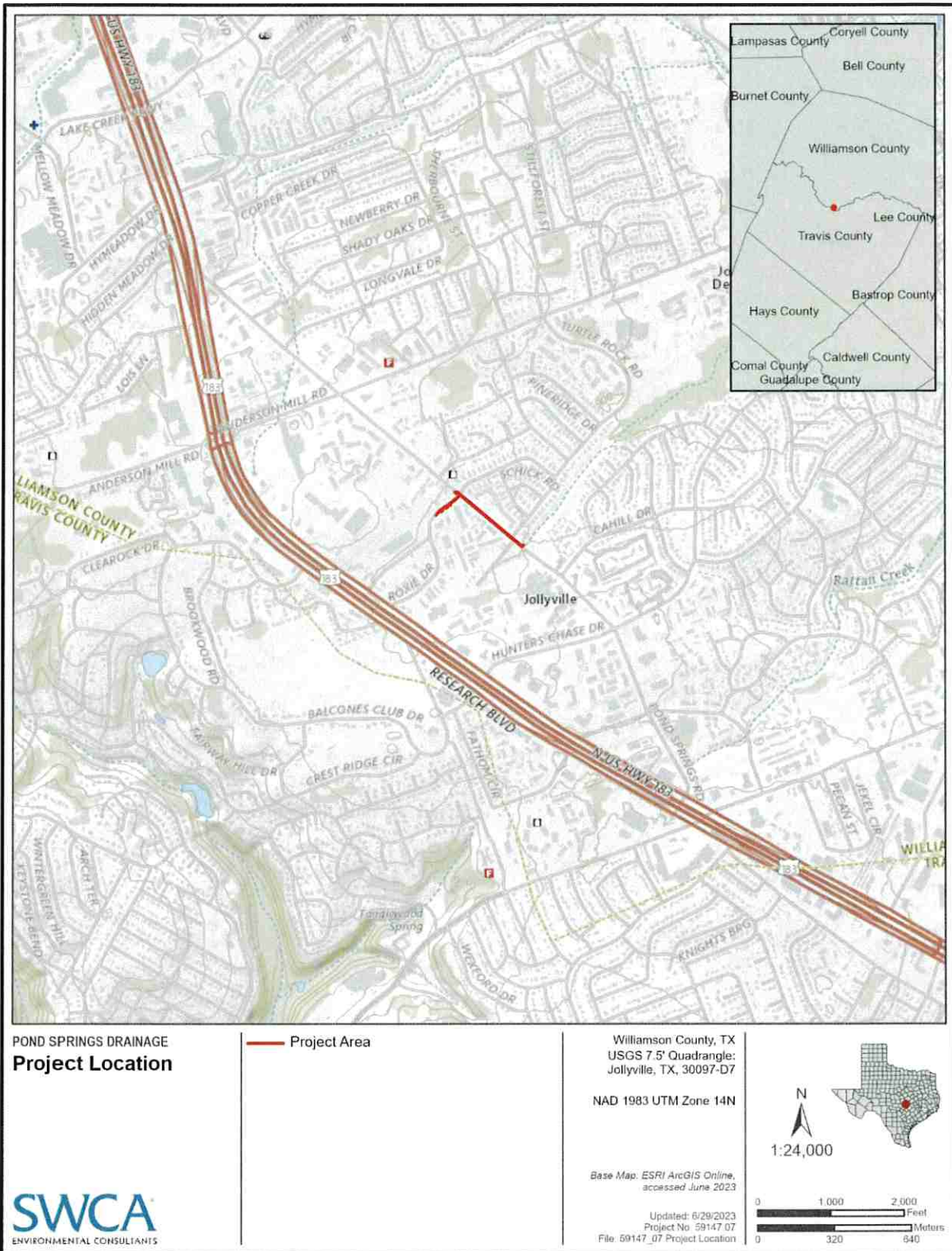


Figure 1. Project area location map.

EXHIBIT "B"
TO PARTICIPATION AGREEMENT

Covered Species and Participant's Proposed Activities Relative to Participation Agreement

Provide a summary describing the scope and nature of the proposed activities and uses of the Property. This summary should provide details regarding the proposed development plan, including square footage or acreage of limit of construction (limit of construction is any area within which any type of construction or land disturbance will occur, i.e., area for erosion controls, driveway, utilities). Attach conceptual plan that identifies the foregoing items.

The project includes replacing subsurface drainage infrastructure (e.g., pipes and concrete culverts) along approximately 280 linear feet (0.04 acre) of Roxie Drive before turning southeast for approximately 1,190 linear feet (0.22 acre) underneath Pond Springs Road.

Identify which of the following species are covered by this Participation Agreement.

- | | |
|---|-------------------------|
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Golden-cheeked warbler |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Black-capped vireo |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Bone Cave harvestman |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Coffin Cave mold beetle |

The project area is potentially within ranges of listed species not covered by this agreement or the Williamson County Regional Habitat Conservation Plan; if impacts to these species are anticipated, further permitting may be required.

**EXHIBIT “C”
TO PARTICIPATION AGREEMENT**

**Special Terms and Conditions in Connection
with 10(a) Permit #TE – 181840-1**

1. On property covered by this Participation Agreement, vegetation clearing activities within 300 feet of habitat will be conducted outside the GCWA or BCVI breeding seasons, as applicable, unless breeding season surveys performed by an Endangered Species Act section 10(a)(1)(A)-permitted biologist indicate that no GCWA or BCVI are present within 300 feet of the desired activity, or as otherwise approved on a case-by-case basis by the Service. The breeding season for the GCWA is March 1 to August 1. The breeding season for the BCVI is March 15 to September 1.
2. Construction activities within, or within 300 feet of, GCWA or BCVI habitat may be conducted year round as long as such construction follows permitted clearing, as referenced above, in a reasonably prompt and expeditious manner indicating continuous activity.
3. Clearing and construction activities authorized under the Permit shall be consistent with the current practices recommended by the Texas Forest Service to prevent the spread of oak wilt.
4. Upon locating a dead, injured, or sick GCWA or BCVI or any other endangered or threatened species in connection with road construction and other activities conducted by Participant that are covered by the Permit, Participant is required to contact the U.S. Fish and Wildlife Service’s Law Enforcement Office, in Georgetown, Texas, (512) 863-5972, for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, Participant and their contractor/subcontractor have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.

WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN

**MEMORANDUM OF PARTICIPATION AGREEMENT RELATIVE TO
U.S. FISH AND WILDLIFE SERVICE PERMIT (Permit No. TE-181840-1)**

STATE OF TEXAS

§
§
§
§
§

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF WILLIAMSON

This **WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN MEMORANDUM OF PARTICIPATION AGREEMENT RELATIVE TO U.S. FISH AND WILDLIFE SERVICE PERMIT (Permit No. TE-181840-1)** (this “Memorandum”) is made and executed by **WILLIAMSON COUNTY ROAD BOND PROGRAM** (“Participant”), effective as of the 6th day of May 2024.

WITNESSETH:

1. **Permit.** Williamson County, Texas, and the Foundation are the permittees under federal Endangered Species Act incidental take permit number TE-181840-1 dated October 21, 2008 (as amended August 30, 2013, hereinafter the “Permit”). The Permit authorizes “take” of certain listed species of wildlife occurring in Williamson County in exchange for implementation of the Williamson County Regional Habitat Conservation Plan (the “Plan”). The Foundation/Williamson County administers the Plan, which includes granting participation rights to applicants who enter into participation agreements. Through participation in the Plan, a participant receives authority for incidental “take” of listed species covered by the Permit, in accordance with the terms and conditions of the Permit and the participation agreement entered into by the participant.
2. **Participation Agreement; Grant of Participation Rights and Obligations of Participant.** Participant is the owner or easement holder of a tract or tracts of land (the “Property”) located in Williamson County, Texas, and described on Exhibit “A” to this Memorandum. Participant and the Foundation entered into the Williamson County Regional Habitat Conservation Plan Participation Agreement dated May 6, 2024 (“Participation Agreement,” Foundation Application File No. 20240422). Under the Participation Agreement, the Foundation granted to the Participant the right to participate in the Plan with respect to the Participant’s proposed activities on the Property. The Participation Agreement describes the Participant’s proposed activities and the species to be covered under the Participation Agreement. The Participant also agreed under the Participation Agreement to assume and agree to be bound by all terms and conditions of the Permit, the Plan, and all applicable laws and regulations, including without limitation those terms and conditions specifically set forth as an exhibit to the Participation Agreement.

3. **Notice.** Participant desires to execute this Memorandum and to have it filed of record in the Official Public Records of Williamson County, Texas, providing public and record notice to all persons as to the existence of the Participation Agreement. Further information regarding the Participation Agreement may be obtained by contacting the following:

PARTICIPANT:

Williamson County, Texas Road Bond Program
c/o Hon. Bill Gravell Jr., County Judge
710 Main Street, Suite 101
Georgetown, TX 78626
Attn: Foundation Application File No. **20240422**
Phone: (512) 943-1550

FOUNDATION:

Williamson County Regional Habitat Conservation Plan
c/o Plan Administrator
219 Perry Mayfield
Leander, Texas 78641
Attn: Foundation Application File No. **20240422**
Phone: (512) 943-1921

EXECUTED AS OF THE LAST DAY SET FORTH BELOW.

PARTICIPANT:

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibits:

“A” -- U.S. Fish and Wildlife Service Permit No. TE-181840-1

“B” -- Description of Participant’s Property

After Recording, Return To:

Williamson County Regional Habitat Conservation Plan
Plan Administrator
219 Perry Mayfield
Leander, TX 78641

EXHIBIT A
TO MEMORANDUM OF PARTICIPATION AGREEMENT

U.S. Fish and Wildlife Service Permit No. TE-181840-1

Consisting of Four (4) pages following



DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE

FEDERAL FISH AND WILDLIFE PERMIT

3-201
(1/97)

1. PERMITTEE

The County of Williamson
301 SE Inner Loop
Georgetown, Texas 78626
Phone: 512/943-1550
e-mail: dgattis@wilco.org

Williamson County Conservation Foundation
350 Discovery Boulevard
Cedar Park, Texas 78613
Phone: 512/733-5380
Email: lbirkman@wilco.org

2. AUTHORITY-STATUTES
16 USC 1539(a)(1)(B)

REGULATIONS (Attached)
50 CFR §§ 13 & 17

3. NUMBER

TE-181840-1

4. RENEWABLE

☒ YES

☐ NO

5. MAY COPY

☒ YES

☐ NO

6. EFFECTIVE

8/30/2013

7. EXPIRES

10/16/2038

8. NAME AND TITLE OF PRINCIPAL OFFICER: (if #1 is a business)

Mr. Daniel A. Gattis, County Judge (County)
Lisa Birkman, President, Williamson County Conservation
Foundation, Williamson County Commissioner (Foundation)

9. TYPE OF PERMIT:

Endangered Species – Incidental Take

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED: Williamson County, Texas.

11. CONDITIONS AND AUTHORIZATIONS:

- A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2, ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORDANCE WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.
- B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL OR OTHER FEDERAL LAW. THIS PERMIT DOES NOT WAIVE THE OBLIGATION TO ABIDE BY OTHER FOREIGN, STATE, LOCAL OR FEDERAL LAW IN CARRYING OUT AUTHORIZED ACTIVITIES.
- C. VALID FOR USE BY PERMITTEES NAMED ABOVE.
- D. ACCEPTANCE OF THIS PERMIT SERVES AS EVIDENCE THAT THE PERMITTEE UNDERSTANDS AND AGREES TO ABIDE BY THE "GENERAL CONDITIONS FOR NATIVE ENDANGERED AND THREATENED WILDLIFE SPECIES PERMITS" (copy enclosed).

12. REPORTING REQUIREMENTS

Annual report due each June 1 throughout the life of the permit.

ISSUED BY:

Joy E. Nikolopoulos

TITLE

Deputy Regional Director

DATE

8/30/2013

Williamson County Regional Habitat Conservation Plan TE-181840-1

- E. Permittee(s) are authorized to "Take" the following species: Bone Cave harvestman, Coffin Cave mold beetle, golden-cheeked warbler (GCWA), and black-capped vireo (BCVI) in Williamson County, Texas; incidental to activities including, but not limited to, road construction, maintenance, and improvement projects; utility construction and maintenance; school development and construction; public or private construction and development; and land clearing.
- F. For GCWA, 6,000 acres of direct and indirect take are authorized over the life of the Permit. These impacts will be mitigated by a combination of purchasing mitigation credits from Hickory Pass Conservation Bank and/or other nearby conservation banks or by creating GCWA preserves.
- G. For BCVI, up to 4,267 acres of take are authorized over the life of the Permit. These impacts are mitigated primarily through habitat restoration, habitat management, enhancement of existing protected BCVI habitat, or an alternate, Service-approved mitigation program.
- H. On parcels covered by Participation Agreements, vegetation clearing activities within 300 feet of habitat will be conducted outside the GCWA or BCVI breeding seasons, as applicable, unless breeding season surveys performed by an Endangered Species Act section 10(a)(1)(A)-permitted biologist indicate that no GCWA or BCVI are present within 300 feet of the desired activity, or as otherwise approved on a case-by-case basis by the Service. The breeding season for the GCWA is March 1 to August 1. The breeding season for the BCVI is March 15 to September 1.
- I. Construction activities within, or within 300 feet of, GCWA or BCVI habitat may be conducted year round as long as such construction follows permitted clearing, as referenced above, in a reasonably prompt and expeditious manner indicating continuous activity.
- J. For Bone Cave harvestman and Coffin Cave mold beetle, up to 210 caves occupied by one or both species are authorized to be impacted. These impacts will be mitigated by acquiring and managing 9 to 15 karst fauna areas (KFAs), a minimum of three KFAs in each of the karst fauna regions occupied by the covered species.
- K. Clearing and construction activities authorized under this Permit shall be consistent with the current practices recommended by the Texas Forest Service to prevent the spread of oak wilt.
- L. The Service agrees that Williamson County or the Foundation may issue "Participation Agreements" covering land within the Permit area. Participation Agreements will stipulate that Participant will be bound by and comply with those terms and conditions of this Permit applicable to the Participant's land and the Participant shall benefit from the

Williamson County Regional Habitat Conservation Plan TE-181840-1

authorization granted in this Permit. So long as this Permit remains in effect and a Participant is in compliance with the Participation Agreement, that Participant shall be deemed, with respect to that Participant's property covered by the Participation Agreement, to have the full benefits and authorities of this Permit with respect to that Participant's property. The Service agrees that a breach by a Participant of its obligations under a Participation Agreement will not be considered a violation by the Permittee, or any other Participant, of this Permit. In the event a Participant has materially breached its Participation Agreement and, after reasonable notice and opportunity to cure, such Participant fails to cure, remedy, rectify, or adequately mitigate the effects of such breach, then the Service, Williamson County, or the Foundation may terminate that Participation Agreement.

- M. Upon locating a dead, injured, or sick GCWA or BCVI or any other endangered or threatened species in connection with road construction and other activities conducted by Williamson County that are covered by this Permit, Williamson County or the Foundation is required to contact the U.S. Fish and Wildlife Service's Law Enforcement Office, in Georgetown, Texas, (512) 863-5972, for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, Williamson County, the Foundation, and their contractor/subcontractor have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.
- N. Conditions of this Permit shall be binding on, and for the benefit of Williamson County and the Foundation.
- O. If during the tenure of this Permit the take described in the habitat conservation plan is altered such that there may be an increase in the anticipated take of any covered species, Williamson County or the Foundation is required to contact the Service and obtain authorization and/or amendment of the Permit before entering into participation agreements or commencing any other activities which might result in take beyond that described in the RHCP.
- P. Williamson County or the Foundation shall submit on June 1 of each year the Permit is in effect an Annual Report describing participation agreements entered into; funds collected and spent; and conservation and management actions undertaken in the previous calendar year. The report will summarize the results of the biological monitoring and adaptive management process and findings. This required information includes the locations of surveys, a description of any deviations from required survey protocols, personnel used, and documentation of all survey results as required in the protocols for the particular

Williamson County Regional Habitat Conservation Plan TE-181840-1

endangered species. In addition, the annual report will review existing management and highlight areas where change in management approach may be needed and where prioritized research needs are reviewed. A copy of the annual report shall be submitted to the U.S. Fish and Wildlife Service Field Office 10711 Burnet, Suite 200, Austin, Texas 78758; and to the U.S. Fish and Wildlife Service, P.O. Box 1306, Room 4102, Albuquerque, New Mexico 87103.

- Q. The current "No Surprises" policy of the U.S. Fish and Wildlife Service provides that additional mitigation requirements for land, water, or financial obligations shall not be required of Williamson County or the Foundation beyond the level of mitigation provided for in the Permit and the habitat conservation plan if fully and completely complied with and implemented. With respect to the Permit, the habitat conservation plan and supporting documents adequately addressed the federally-listed covered species.
- R. Acceptance of the Permit serves as evidence that Williamson County and the Foundation understand and agree to abide by the terms of the Permit and all applicable sections of Title 50 CFR Parts 13 and 17 pertinent to issued permits.

***** END OF PERMIT # TE-181840-1 *****

EXHIBIT B
TO MEMORANDUM OF PARTICIPATION AGREEMENT

Description of Participant's Property, including GPS coordinates/points, if available:

A <1-acre project performed within a 20-foot buffer of two linear segments of existing stormwater drainages and some minor excavation (grading) north of (but not within) a stormwater detention pond located near the intersection of Roxie Drive and Pond Springs Road within the City of Austin, Williamson County, Texas.

A project area graphic showing is attached making a total of two (2) pages for this Exhibit (including this page).

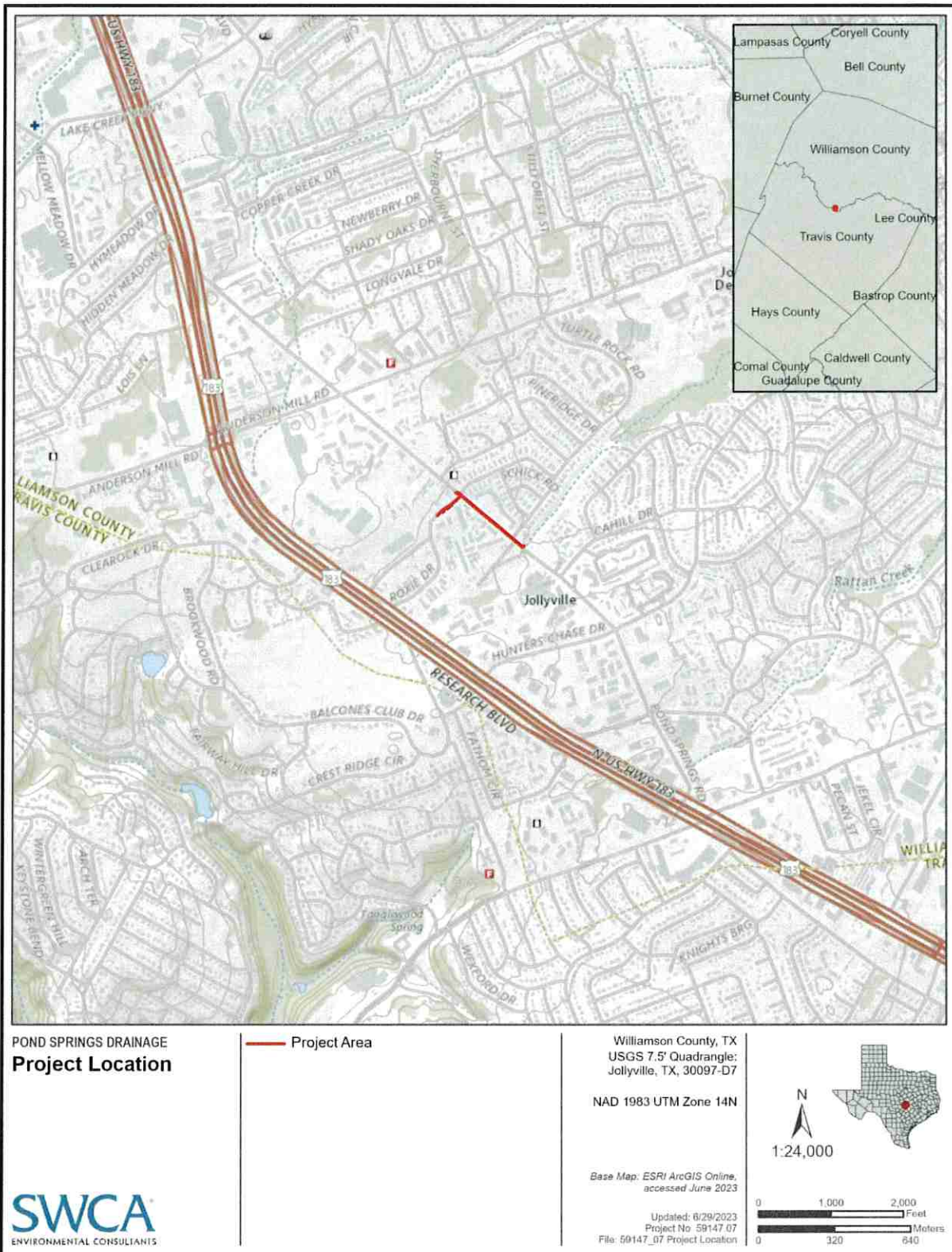


Figure 1. Project area location map.

Commissioners Court - Regular Session**14.****Meeting Date:** 05/14/2024

Approval of Renewal #4 (FINAL) for Contract #T2104 Irrigation Maintenance and Repair Services with American Irrigation Repair LLC for Facilities Management

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

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension to Contract #T2104 Irrigation Maintenance and Repair Services contract renewal period #4 (final) with American Irrigation Repair LLC for the same terms and conditions as the existing contract per attached documentation and spreadsheet, for the 12-month term of October 1, 2024 through September 30, 2025.

Background

This is a continuation of the contract under renewal option #4 (final). The Facilities Management Department has confirmed the vendor met all of the County requirements for this contract and requests renewal. Funding Sources: Facilities Dept. Lawn Service 01.0100.0509.004810; Maintenance Services 01.0100.0509.004500; Animal Shelter Maintenance Contracts 01.0545.0545.004500; Facility Maintenance and Repair 01.0545.0545.004510. Department point of contacts are Shantil Moore and Christi Stromberg.

Fiscal Impact

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

Attachments

Renewal #4 Form and Price Tab
1295 Form American Irrigation Repair

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kim Chappius
Final Approval Date: 05/09/2024

Reviewed By


Joy Simonton
Becky Pruitt

Date

05/08/2024 04:10 PM
05/09/2024 08:25 AM
Started On: 05/06/2024 01:34 PM



Summary Agreement for Renewal of Williamson County Contract

Contract Number:	T2104	Department:	FACILITIES MANAGEMENT										
Vendor Name:	AMERICAN IRRIGATION REPAIR LLC												
Purpose/Intended Use of Product or Service (summary):													
RENEWAL #4 (FINAL) FOR IRRIGATION MAINTENANCE AND REPAIR SERVICES													
Type of Contract:	RFP	Start Date:	10/01/2024										
Purchasing Contact:	KIM CHAPPIUS	End Date:	09/30/2025										
Department Contact:	CHRISTI STROMBERG OR SHANTIL MOORE												
<ul style="list-style-type: none">Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none">COMPLETED 1295 FORM; ANDRENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.Extend Contract for the 4TH and final of four (4) one (1) year renewal option periods: <table><tr><td>Renewal Option Period 4</td><td>OCTOBER 1, 2024 – SEPTEMBER 30, 2025</td></tr><tr><td>Renewal Option Period 3</td><td>OCTOBER 1, 2023 – SEPTEMBER 30, 2024</td></tr><tr><td>Renewal Option Period 2</td><td>OCTOBER 1, 2022 – SEPTEMBER 30, 2023</td></tr><tr><td>Renewal Option Period 1</td><td>OCTOBER 1, 2021 – SEPTEMBER 30, 2022</td></tr><tr><td>Initial Contract Period</td><td>OCTOBER 1, 2019 – SEPTEMBER 30, 2020</td></tr></table>				Renewal Option Period 4	OCTOBER 1, 2024 – SEPTEMBER 30, 2025	Renewal Option Period 3	OCTOBER 1, 2023 – SEPTEMBER 30, 2024	Renewal Option Period 2	OCTOBER 1, 2022 – SEPTEMBER 30, 2023	Renewal Option Period 1	OCTOBER 1, 2021 – SEPTEMBER 30, 2022	Initial Contract Period	OCTOBER 1, 2019 – SEPTEMBER 30, 2020
Renewal Option Period 4	OCTOBER 1, 2024 – SEPTEMBER 30, 2025												
Renewal Option Period 3	OCTOBER 1, 2023 – SEPTEMBER 30, 2024												
Renewal Option Period 2	OCTOBER 1, 2022 – SEPTEMBER 30, 2023												
Renewal Option Period 1	OCTOBER 1, 2021 – SEPTEMBER 30, 2022												
Initial Contract Period	OCTOBER 1, 2019 – SEPTEMBER 30, 2020												
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE													
Vendor <u>American Irrigation Repair LLC</u>	Williamson County, 710 Main St., Georgetown, TX 78626												
Name <u>Justin Wilson</u>	Bill Gravell, Jr												
Title <u>Manager</u>	Williamson County Judge												
Signature <u></u>	Signature _____												
Date <u>4/26/2024</u>	Date _____												

T2104 RFP Irrigation Maintenance and Repair Services

Property	Quarterly Inspections, System Checks and Maintenance Cost FY20	Total Annual Maintenance (Quarterly cost x4)	Annual Backflow Inspection & Reporting Cost	Total Annual Cost	Quarterly Inspections, System Checks and Maintenance Cost FY23/24	Total Annual Maintenance (Quarterly cost x4)	Annual Backflow Inspection & Reporting Cost	Total Annual Cost	Quarterly Inspections, System Checks and Maintenance Cost FY24/25	Total Annual Maintenance (Quarterly cost x4)	Annual Backflow Inspection & Reporting Cost	Total Annual Cost
1032 – Cedar Park	249	996	87	1083	284	1136	97	1233	284	1136	97	1233
1026 – CMF	333	1332	87	1419	379	1516	97	1613	379	1516	97	1613
1064- CAC	221	884	87	971	251	1004	97	1101	251	1004	97	1101
1000- Courthouse	249	996	87	1083	284	1136	97	1233	284	1136	97	1233
1071- ESOC	333	1332	87	1419	379	1516	97	1613	379	1516	97	1613
1047 – EXPO	249	996	75	1071	284	1136	97	1233	284	1136	97	1233
Expo RV park	0	0	0	0	94	376	97	473	94	376	97	473
1063- Facilities	124	496	87	583	141	564	97	661	141	564	97	661
1080 – GTA	333	1332	87	1419	379	1516	97	1613	379	1516	97	1613
1051- Tax Office	83	332	87	419	94	376	97	473	94	376	97	473
1043 – ILoop	333	1332	87	1419	379	1516	97	1613	379	1516	97	1613
1043-ILoop CY	83	332	87	419	94	376	97	473	94	376	97	473
1062- Hutto	166	664	75	739	188	752	97	849	188	752	97	849
1046- Jail/PG	277	1108	87	1195	315	1260	97	1357	315	1260	97	1357
1066 – Jester	610	2440	87	2527	695	2780	97	2877	695	2780	97	2877
1048 – JP4	111	444	87	531	126	504	97	601	126	504	97	601
1009 – Justice Center	222	888	87	975	252	1008	97	1105	252	1008	97	1105
1045- JJC	721	2884	87	2971	822	3288	97	3385	822	3288	97	3385
1077 – NC	333	1332	87	1419	379	1516	97	1613	379	1516	97	1613
1005/1006-RR	124	496	87	583	141	564	97	661	141	564	97	661
1008 – SO	83	332	87	419	94	376	97	473	94	376	97	473
1075- SOTC	124	496	87	583	141	564	97	661	141	564	97	661
1033 – Taylor	124	496	75	571	141	564	97	661	141	564	97	661
1073- TX Ave	111	444	87	531	126	504	97	601	126	504	97	601
1090-Bob Phillips Bldg	0	0	0	0	94	376	97	473	94	376	97	473
WCRAS	333	1332	87	1419	379	1516	97	1613	379	1516	97	1613
TOTAL				\$ 25,768.00				\$ 30,262.00				\$ 30,262.00

Labor Rates/Parts	Cost (licensed technician / laborer) Original Awarded (2019)	Cost (licensed technician / laborer) FY23/24	Cost (licensed technician / laborer) FY24/25
Repair/Service Call Labor rate only	64.50/46.20	74 / 53	74 / 53
Emergency Repair – Business Hours	84.50/66.20	96 / 76	96 / 76
Emergency Repair – After House/Nights	104.50/86.20	119 / 98	119 / 98
Labor Rate for Minor Installations	64.50/46.20	74 / 53	74 / 53
Parts to be charged at: (% discount off list price)	25%	25%	25%

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

American Irrigation Repair LLC
Georgetown, TX United States

Certificate Number:
2024-1153138

Date Filed:
04/26/2024

Date Acknowledged:

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

Williamson County

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.

T2104
IRRIGATION MAINTENANCE AND REPAIR SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wilson, Justin	Georgetown, TX United States	X	
	Wilson, Ashly	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party.

☐


6 UNSWORN DECLARATION

My name is Justin Wilson, and my date of birth is .

My address is 609 Shepherd Road, Georgetown, TX, 78628, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 26th day of April, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

American Irrigation Repair LLC
Georgetown, TX United States

Certificate Number:
2024-1153138

Date Filed:
04/26/2024

Date Acknowledged:
05/06/2024

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

Williamson County

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

T2104
IRRIGATION MAINTENANCE AND REPAIR SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wilson, Justin	Georgetown, TX United States	X	
	Wilson, Ashly	Georgetown, 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**15.****Meeting Date:** 05/14/2024

Approval of Renewal #2 (FINAL) for Contract #22IFB116 Asphalt Mixes with Texas Materials and Lone Star Paving for Road and Bridge Department

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the renewal of contract #22IFB116 Asphalt Mixes, renewal period #2 (final), for the same pricing, terms and conditions as the existing contract that was awarded to Texas Materials and Lone Star Paving Company for the 12-month term of July 19, 2024 - July 18, 2025, and authorizing execution of the renewal agreements.

Background

This is the second (final) extension to this contract. The Road and Bridge Department has confirmed that the vendor met all the County requirements in this contract and requests renewal. The Funding Source: 01.0200.0210.003597 and 01.0200.0210.003550. The Department's Point of Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Renewal #2 Form and Price Lonestar PavingTab

Renewal #2 Form and Price Tab TX Materials

1295 Form TX Materials

1295 Form Lonestar Paving

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 05/09/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

05/08/2024 04:12 PM

05/09/2024 08:29 AM

Started On: 05/06/2024 01:57 PM



Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22IFB116	Department:	ROAD AND BRIDGE
Vendor Name:	ASPHALT INC LLC DBA LONE STAR PAVING		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #2 (FINAL) FOR ASPHALT MIXES			
Type of Contract:	IFB	Start Date:	07/19/2024
Purchasing Contact:	KIM CHAPPIUS	End Date:	07/18/2025
Department Contact:	KELLY MURPHY		

- Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.
- PLEASE INCLUDE THE FOLLOWING:
 - COMPLETED 1295 FORM; AND
 - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- Extend Contract for the 2ND AND FINAL of TWO (2) ONE (1) year renewal option periods:

Renewal Option Period 2	JULY 19, 2024 – JULY 18, 2025
Renewal Option Period 1	JULY 19, 2023 – JULY 18, 2024
Initial Contract Period	JULY 19, 2022 – JULY 18, 2023

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Asphalt Inc dba dba Lonestar Paving

Williamson County, 710 Main St., Georgetown, TX 78626

Name Tony Bermudez

Bill Gravell, Jr

Title Operations Manager

Williamson County Judge

Signature *Tony Bermudez*

Signature _____

Date 5-6-24

Date _____

22IFB116 ASPHALT MIXES

		Asphalt Inc LLC, dba Lone Star Paving	
DESCRIPTION	UNIT	UNIT PRICING - DELIVERED	UNIT PRICING - PICKED UP
Hot Mix Asphalt Concrete Pavement Type B PG 64-22 SAC B, TX DOT ITEM # 340	Ton		\$ 84.00
Hot Mix Asphalt Concrete Pavement Type B PG 64-22 SAC B, TX DOT ITEM # 340 with 20% UNFRACTIONATED RAP	Ton		\$ 76.50
Hot Mix Asphalt Concrete Pavement Type B PG 64-22 SAC B, TX DOT ITEM # 340 with 20% FRACTIONATED RAP	Ton		\$ 75.50
Hot Mix Asphalt Concrete Pavement Type B PG 64-22 SAC B, TX DOT ITEM # 340 with 30% FRACTIONATED RAP	Ton		\$ 67.25
Hot Mix Asphalt Concrete Pavement Type C PG 70-22 SAC B, TX DOT ITEM # 340	Ton		\$ 99.00
Hot Mix Asphalt Concrete Pavement Type C PG 70-22 SAC B, TX DOT ITEM # 340 with 10% FRACTIONATED OR UNFRACTIONATED RAP	Ton		\$ 87.75
Hot Mix Asphalt Concrete Pavement Type D PG 70-22 SAC B TX DOT ITEM # 340	Ton		\$ 100.00
Hot Mix Asphalt Concrete Pavement Type D PG 70-22 SAC B TX DOT ITEM # 340 with 10% FRACTIONATED OR UNFRACTIONATED RAP	Ton		\$ 93.25
Hot Mix Cold Lay Type D SAC B TX DOT ITEM #334 To reach 95% Lab Density	Ton		\$ 101.00
Hot Mix Cold Lay Black Base Type B TX DOT ITEM #334 To reach 95% Lab Density	Ton		\$ 101.00
Hot Mix Cold Lay Type D SAC B TX DOT ITEM #334 To reach 95% Lab Density	Ton	\$ 115.00	
Hot Mix Cold Lay Black Base Type B TX DOT ITEM #334 To reach 95% Lab Density	Ton	\$ 115.00	
<p style="text-align: center;">***Minimum Order Quantities**</p> <p style="text-align: center;">Item 340- Hot Mix Asphalt Concrete Pavement Mixes (Type B, Type C, Type D)- 200 Tons</p> <p style="text-align: center;">Item 334- Hot Mix Cold Lay (Type B & Type D) - Minimums are Not Applicable</p>			



Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22IFB116	Department:	ROAD AND BRIDGE						
Vendor Name:	TEXAS MATERIALS								
Purpose/Intended Use of Product or Service (summary):									
RENEWAL #2 (FINAL) FOR ASPHALT MIXES									
Type of Contract:	IFB	Start Date:	07/19/2024						
Purchasing Contact:	KIM CHAPPIUS	End Date:	07/18/2025						
Department Contact:	KELLY MURPHY								
<ul style="list-style-type: none">Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none">COMPLETED 1295 FORM; ANDRENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.Extend Contract for the 2ND AND FINAL of TWO (2) ONE (1) year renewal option periods: <table><tr><td>Renewal Option Period 2</td><td>JULY 19, 2024 – JULY 18, 2025</td></tr><tr><td>Renewal Option Period 1</td><td>JULY 19, 2023 – JULY 18, 2024</td></tr><tr><td>Initial Contract Period</td><td>JULY 19, 2022 – JULY 18, 2023</td></tr></table>				Renewal Option Period 2	JULY 19, 2024 – JULY 18, 2025	Renewal Option Period 1	JULY 19, 2023 – JULY 18, 2024	Initial Contract Period	JULY 19, 2022 – JULY 18, 2023
Renewal Option Period 2	JULY 19, 2024 – JULY 18, 2025								
Renewal Option Period 1	JULY 19, 2023 – JULY 18, 2024								
Initial Contract Period	JULY 19, 2022 – JULY 18, 2023								
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE									
Vendor <u>TEXAS MATERIALS GROUP, INC.</u>	Williamson County, 710 Main St., Georgetown, TX 78626								
Name <u>DAVID REECE</u>	Bill Gravell, Jr								
Title <u>AUTHORIZED EMPLOYEE</u>	Williamson County Judge								
Signature <u>[Signature]</u>	Signature _____								
Date <u>4/24/24</u>	Date _____								

22IFB116 ASPHALT MIXES

Texas Materials Group, Inc.			
DESCRIPTION	UNIT	UNIT PRICING - DELIVERED	UNIT PRICING - PICKED UP
Hot Mix Asphalt Concrete Pavement Type B PG 64-22 SAC B, TX DOT ITEM # 340	Ton		N/A
Hot Mix Asphalt Concrete Pavement Type B PG 64-22 SAC B, TX DOT ITEM # 340 with 20% UNFRACTIONATED RAP	Ton		\$ 105.00
Hot Mix Asphalt Concrete Pavement Type B PG 64-22 SAC B, TX DOT ITEM # 340 with 20% FRACTIONATED RAP	Ton		\$ 105.00
Hot Mix Asphalt Concrete Pavement Type B PG 64-22 SAC B, TX DOT ITEM # 340 with 30% FRACTIONATED RAP	Ton		\$ 105.00
Hot Mix Asphalt Concrete Pavement Type C PG 70-22 SAC B, TX DOT ITEM # 340	Ton		N/A
Hot Mix Asphalt Concrete Pavement Type C PG 70-22 SAC B, TX DOT ITEM # 340 with 10% FRACTIONATED OR UNFRACTIONATED RAP	Ton		\$ 115.00
Hot Mix Asphalt Concrete Pavement Type D PG 70-22 SAC B TX DOT ITEM # 340	Ton		N/A
Hot Mix Asphalt Concrete Pavement Type D PG 70-22 SAC B TX DOT ITEM # 340 with 10% FRACTIONATED OR UNFRACTIONATED RAP	Ton		\$ 115.00
Hot Mix Cold Lay Type D SAC B TX DOT ITEM #334 To reach 95% Lab Density	Ton		\$ 115.00
Hot Mix Cold Lay Black Base Type B TX DOT ITEM #334 To reach 95% Lab Density	Ton		\$ 115.00

Hot Mix Cold Lay Type D SAC B TX DOT ITEM #334 To reach 95% Lab Density	Ton	\$ 135.00	
Hot Mix Cold Lay Black Base Type B TX DOT ITEM #334 To reach 95% Lab Density	Ton	\$ 135.00	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Texas Materials Group, Inc.
Cedar Park, TX United States

Certificate Number:
2024-1150864

Date Filed:
04/23/2024

Date Acknowledged:

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

Williamson County

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

Contract 221FB1116
Renewal #2 (Final) for asphalt Mixes

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	CRH	Atlanta, GA United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is David Reese, and my date of birth is 08/01/1995

My address is 1320 Arrow Point Dr, Suite 600, Cedar Park, TX, 78613, US
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the ___ day of April, 2024
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Texas Materials Group, Inc.
Cedar Park, TX United States

Certificate Number:
2024-1150864

Date Filed:
04/23/2024

Date Acknowledged:
05/06/2024

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

Williamson County

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

Contract 221FB1116
Renewal #2 (Final) for asphalt Mixes

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	CRH	Atlanta, GA United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Asphalt Inc LLC DBA Lonestar Paving
Austin , TX United States

Certificate Number:
2024-1150772

Date Filed:
04/23/2024

Date Acknowledged:

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

Williamson County

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.

22IFB116
Asphalt Mix

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Tony Bermudez, and my date of birth is .

My address is 11675 Jollyville Road Suite150, Austin, Tx, 78664, Travis.
(street) (city) (state) (zip code) (country)

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

Executed in williamson County, State of Texas, on the 23 day of April, 2024.
(month) (year)

Tony Bermudez

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Asphalt Inc LLC DBA Lonestar Paving
Austin , TX United States

Certificate Number:
2024-1150772

Date Filed:
04/23/2024

Date Acknowledged:
05/06/2024

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

Williamson County

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

22IFB116
Asphalt Mix

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

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**16.****Meeting Date:** 05/14/2024

Landesign Svcs 2586 WA2 SA2 LTP Controlled Access Facility ROW

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 2 under Williamson County Contract between Landesign Services, Inc. and Williamson County dated May 19, 2020 for Long Range Transportation Plan (LTP) Controlled Access Facility Right of Way (ROW). Funding source: P457.

Background

This supplemental is to extend the expiration date to September 30, 2024 and to increase the maximum amount payable to \$231,617.00.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Landesign Svcs 2586 WA2 SA2 LTP Controlled Access Facility ROW

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/09/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

05/09/2024 10:20 AM

05/09/2024 10:50 AM

Started On: 05/09/2024 08:34 AM

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

**WILLIAMSON COUNTY CORRIDOR PROJECT:
LTP Controlled Access Facility ROW**

This Supplemental Work Authorization No. 02 to Work Authorization No. 02 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Landesign Services, Inc. (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 02 dated effective November 3, 2020 (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 Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The Services to be Provided by the County that were set out in the original Attachment "A" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "A" (must be attached).
- II. The Services to be Provided by the Surveyor that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).
- III. The Work Authorization shall terminate on September 30, 2024. The Services to be Provided by the Surveyor shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- IV. The maximum amount payable for services under the Supplemental Work Authorization is hereby increased from \$117,754.00 to \$231,617.00. The supplemental Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

SURVEYOR:

COUNTY:

By: Brandy Tabor
Signature

By: _____
Signature

Brandy Tabor
Printed Name

Printed Name

President
Title

Title

April 17, 2024
Date

Date

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

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
SWA 02 to WA 02 – RONALD REAGAN CORRIDOR SEGMENT B

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. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR
SWA 02 to WA 02 - RONALD REAGAN CORRIDOR SEGMENT B

PROJECT DESCRIPTION

Project Limits

The project limits are from SH 29 to north of FM 3405 for approximately 5 miles.

Existing Facility

The existing road is a 2-lane roadway with asphalt pavement and with varying widths of existing ROW (200ft to 450ft).

Proposed Facility

Construct a new 2 lane roadway with shoulders, turn lanes and intersection improvements to serve as a future southbound frontage road connecting the divided highway near SH 29 and tying into existing Ronald Reagan Blvd. north of FM 3405. This facility will also include turn lanes on FM 3405 & SH 29 for the project limits mentioned above.

Project Scope

Surveyor shall provide Right-of-Way mapping and Easement preparation services to be used for acquisition of up to **20 additional Fee-Simple parcels** and **2 additional separate instrument easements** along Ronald Reagan from State Highway 29 to 3,200 feet north of Farm to Market Road No. 3405 near Liberty Hill, Williamson County, Texas. Surveyor's Scope of Services is limited to those items outlined below.

1. Right of Entry (ROE)

- a. Right-of-entry (ROE) shall be provided by others and is not part of the Surveyor's scope of services.

2. 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 Report, Invoices, and Billings (6 months 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. Project Coordination & Administration:

- 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 Engineer'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.

d. Project Schedule:

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

e. Deliverables:

- Monthly Invoices and Progress Reports
- Project Schedule and Updates

3. RIGHT-OF-WAY (ROW) MAPPING

a. Research

- Surveyor shall perform records research and obtain sufficient ownership documents to prepare a working sketch (abstract map) of adjoining properties along the project route. Map will be reconciled and refined into a preliminary right-of-way map for review

b. Field Survey

- Surveyor will locate existing control (if available and provided) and reconcile any discrepancies found.
- Surveyor will establish supplemental survey control as needed to be used during the course of the survey.
- Surveyor will locate boundary monuments sufficient to determine existing right-of-way lines and parcel boundaries.

c. Parcel Acquisition Documents (up to 20 additional parcel documents assumed; up to 20 additional parcels staked assumed):

- Surveyor shall prepare preliminary parcel descriptions with associated parcel plats for right-of-way parcel and easement acquisition. Surveyor will perform sufficient 2-dimensional location of substantial features found within 25 feet of the proposed right-of-way lines and note any improvements requiring removal/relocation.
- After receipt of title commitments, set appropriate monumentation in accordance with County requirements. Prepare signed and sealed documents for right of way parcel and easement acquisition, and ROW Strip Map; including line table, and curve data, parcel insets, located improvements, provide offset distances of any improvements within 5 ft. proximity.

- Stake proposed right of way with suitable markers as requested on a parcel by parcel basis for the purposes of fence construction, utility installation, or property owner requests.
- d. Easement Preparation (up to 2 separate instrument easements):
- Surveyor shall prepare one set of easement documents for each separate instrument. Each set will consist of one metes and bounds (legal) description of the easement area and one corresponding easement plat (drawing), for each.
- e. Deliverables:
- Survey CADD files (preliminary) – Deliver by July 29, 2024;
 - Draft Parcel Acquisition Documents (pdf) – Deliver by July 29, 2024;
 - Preliminary ROW map (roll plot - submitted with draft exhibits) – Deliver by July 29, 2024;
 - Final Parcel Acquisition Documents (one original and pdf) – Deliver by September 6, 2024;
 - ASCII point file of all points located/set during the course of the survey – Deliver by September 6, 2024; and
 - ROW map (roll plot) depicting all parcels, shown in relative positions, along the project route – Deliver by September 6, 2024.

4. ASSUMPTIONS

- a. Vehicular and pedestrian access to the site is possible and granted. Williamson County will assist with Right of Entry to adjacent tracts if required.
- b. Proposed ROW lines will be provided by Williamson County.
- c. Williamson County or title company will furnish the current ownership information, title commitment, and Schedule B Exception Documents (if applicable).
- d. Survey data will be based on the Texas State Plane Coordinate System, NAD83 – Central Zone; Vertical data will be based on the North American Vertical Datum of 1988 (NAVD88), Geoid12B, unless specified otherwise.
- e. All documents will be signed, sealed and prepared under the direction of a Registered Professional Land Surveyor licensed to practice in the state of Texas.

WA02, SWA02 - LTP Controlled Access Facility = 20 Parcels and 2 Easements

Prime Provider Name: Landesign Services, Inc.

TASK DESCRIPTION	PROJECT MANAGER (RPLS)	STAFF SURVEYOR (RPLS)	SENIOR SURVEY TECH	SURVEY TECH	GIS TECH	ABTRACTOR	CLERICAL	DELIVERY	3-PERSON SURVEY CREW	2-PERSON SURVEY CREW	1-PERSON SURVEY CREW	TOTAL LABOR HRS. & COSTS
Right-of-Way Mapping												
Right of Entry	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Admin/Mobilization	6	8	0	0	0	0	8	0	0	0	0	\$2,450.00
Research	2	6	14	12	0	0	0	0	0	0	0	\$3,616.00
Abstract Map (Working Sketch)	4	8	36	18	14	0	2	0	0	0	0	\$8,292.00
Initial Boundary Surveys (Field)	2	4	8	16	5	0	4	0	0	50	0	\$11,978.00
Boundary Analysis and Preliminary ROW	5	18	24	14	12	0	4	0	0	0	0	\$8,091.00
Secondary Boundary Surveys (Field)	2	3	8	4	2	0	0	0	0	50	0	\$10,306.00
Draft Parcel Exhibits	6	30	60	10	0	0	8	0	0	0	0	\$12,490.00
Title Commitment Review (Parcel Updates)	5	20	36	20	0	0	0	0	0	0	0	\$8,915.00
Final Parcel Descriptions and Plats	6	30	40	10	0	0	5	0	0	0	0	\$10,210.00
ROW Map (roll plot)	6	12	50	10	0	0	4	0	0	0	0	\$8,860.00
Field Monumentation	2	4	10	6	4	0	0	0	0	50	0	\$10,986.00
Locate Improvements	1	2	7	0	0	0	0	0	0	15	0	\$3,625.00
Prepare Easements	2	4	8	0	0	0	0	0	0	0	0	\$1,670.00
QA/QC	20	26	40	10	7	0	4	0	0	0	0	\$12,374.00
FC 130 - Direct Labor Subtotal	69	175	341	130	44	0	39	0	0	165	0	\$113,863.00
FC 130 SUB-TOTALS	69	175	341	130	44	0	39	0	0	165	0	\$113,863.00
HOURS SUB-TOTALS	69	175	341	130	44	0	39	0	0	165	0	963
CONTRACT RATE	\$155.00	\$130.00	\$105.00	\$88.00	\$82.00	\$65.00	\$60.00	\$50.00	\$190.00	\$165.00	\$120.00	
	\$10,695.00	\$22,750.00	\$35,805.00	\$11,440.00	\$3,608.00	\$0.00	\$2,340.00	\$0.00	\$0.00	\$27,225.00	\$0.00	\$113,863.00

Other Direct Expenses		# OF UNITS	COST/UNIT									
Right of Entry		0	\$0.00									\$0.00
FC 130 SUB-TOTAL - Other Direct Expenses												\$0.00

SUMMARY		
DIRECT LABOR		\$113,863.00
UNIT COST		\$0.00
OTHER DIRECT EXPENSES		\$0.00
Total Landesign Survey (WA#01, SWA#3)		\$113,863.00

Commissioners Court - Regular Session**17.****Meeting Date:** 05/14/2024

Preliminary plat for the Atlas Ranch Phase 1 Sections 1 & 2 subdivision – Pcts 3 & 4

Submitted For: Robert Daigh**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Atlas Ranch Phase 1 Sections 1 & 2 subdivision – Precincts 3 & 4.

Background

This proposed subdivision consists of 500 single family lots, 16 nonresidential lots, and 18,978 linear feet of new roads on 122.8 acres.

Timeline

2023-07-19 – initial submittal of the preliminary plat

2023-08-18 – 1st review complete with comments

2023-09-05 – 2nd submittal of preliminary plat

2023-09-20 – 2nd review complete with comments

2023-10-09 – 3rd submittal of preliminary plat

2023-10-24 – 3rd review complete with comments

2024-04-03 – 4th submittal of preliminary plat

2024-04-18 – 4th review complete with comments

2024-04-24 – 5th submittal of preliminary plat

2024-05-06 – 5th review complete with comments

2024-05-07 – 6th submittal of preliminary plat

2024-05-08 – 6th review complete with comments clear

2024-05-09 – preliminary placed on the May 14, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

preliminary plat - Atlas Ranch Ph 1 Sec 1 & 2

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 05/09/2024

Reviewed By

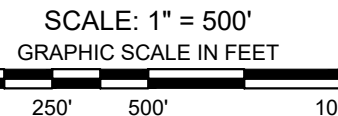
Becky Pruitt

Date

05/09/2024 11:24 AM

Started On: 05/09/2024 09:47 AM

R462930
JTX LAND HOLDINGS LLC
CR 344, JARRELL, TX 76533
DOC. #2021132124



OWNER:
ATLAS RANCH HOLDING
CONTACT: MATT MICHEL
EMAIL: MCM@MICHEL
PHONE: (848) 204-4100
215 BELLA RIVA DR
AUSTIN, TEXAS 78734

SURVEYOR:
BGE, INC., TBPE F-1046
CONTACT: JONATHAN NOBLES, R.P.L.S.
EMAIL: JNOBLES@BGEINC.COM
PHONE: (512) 879-0460
101 W. LOUIS HENNA BLVD. STE #400
AUSTIN, TEXAS 78728

TOTAL LINEAR FOOTAGE OF STREETS:
18.978 LF

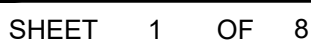
ORIGINAL SUBMITTAL DATE: JULY 19, 2023

NO	BY	DATE	REVISION DESCRIPTION
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COVER SHEET

ATLAS RANCH
PRELIMINARY PLAN
WILLIAMSON
COUNTY, TX

NOTICE:
ALTERATION OF A
SEALED DRAWING
WITHOUT PROPER
NOTIFICATION TO THE
RESPONSIBLE ENGINEER
IS A VIOLATION OF THE
TEXAS ENGINEERING
PRACTICE ACT.

Sheet List Table

STREET DESIGN TABLE

- NOTES:**
1. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
 2. ALL NON-RESIDENTIAL LOTS SHALL BE OWNED AND MAINTAINED BY THE MUD.
 3. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 344 OR WINDGAP DRIVE.
 4. NO LOTS WITHIN THIS SUBDIVISION SHALL BE FURTHER SUBDIVIDED.
 5. THE FRONT BUILDING SETBACK LINE ON ALL PUBLIC ROADS SHALL BE 25 FEET FROM THE EDGE OF THE RIGHT-OF-WAY, 10 FEET FROM THE BACK OF LOT LINE AND 5 FEET FROM THE SIDES OF LOT LINES. CORNER LOTS WILL BE 15 FT ON THE RIGHT-OF-WAY SIDE INSTEAD OF 5 FEET. THE BUILDING SETBACK LINE ON MAJOR HIGHWAYS AND ROADS SHALL BE 50 FEET FROM THE EDGE OF THE RIGHT-OF-WAY. (WCSR F1.2)
 6. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATIONS B11.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER INTO A DETENTION EXEMPT STREAM (SALADO CREEK).
 7. GLEN HAZEL IS PROPOSED FROM CR 344 TO VARGO KNOLL, AND WILL BE EXTENDED UPON DEVELOPMENT OF FUTURE PHASES, OR ONCE WINDGAP DRIVE EXCEEDS 4,000 ADT.
 8. UTILITY PROVIDERS WILL BE:
 - ELECTRICAL: P.E.C.
 - TELECOM: TIME WARNER CABLE / AT&T
 - WATER: ATLAS RANCH MUD NO. 1.
 - WASTEWATER: ATLAS RANCH MUD NO. 1
 9. A PORTION OF THIS SUBDIVISION IS ENCRoACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE MAP, COMMUNITY PANEL NO. 48491C0125F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS
 10. THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERS. THERE ARE NO IMPROVEMENTS OR SUBDIVISION OF THE REMINDER TRACTS PROPOSED WITH THIS PRELIMINARY PLAT. A REVISED PRELIMINARY PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF THE REMAINDER TRACTS INTO TWO OR MORE PARTS TO LAY OUT (1) A SUBDIVISION OF THE TRACT, INCLUDING AN ADDITION; (2) LOTS; OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS. A LOT IS ANY PARCEL OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD, OR SURVEY MAP. THE TERMS "STREET" OR "ROAD" ARE INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MARY CARRY OR WETHER THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED

H:\PROJECTS\1723-ATLAS RANCH HOLDINGS\11727 ATLAS RANCH\CD\DWG DATE: 5/6/2024 4:26:43 PM BY: TEAMS



LEGEND	
	PROPERTY BOUNDARY
	SECTION BOUNDARY
	PROPOSED STREET CENTERLINE
	PROPOSED LOT LINE
	BUILDING SETBACK
	JARRELL ETJ
	100-YR F.E.M.A. FLOODPLAIN
	PROPOSED MAILBOX KIOSK
	PROPOSED SIDEWALK
	SALADO CREEK FEMA 500-YR
	TCEQ CREEK BUFFER
	ATLAS 14 100-YR PROPOSED FLOODPLAIN 0 UNNAMED TRIBUTARY PER STUDY BY BGE, INC., JANUARY 2024
	FEMA FLOODWAY

NO.	BY	DATE	REVISION DESCRIPTION

PRELIMINARY PLAT
(SHEET 1 OF 2)

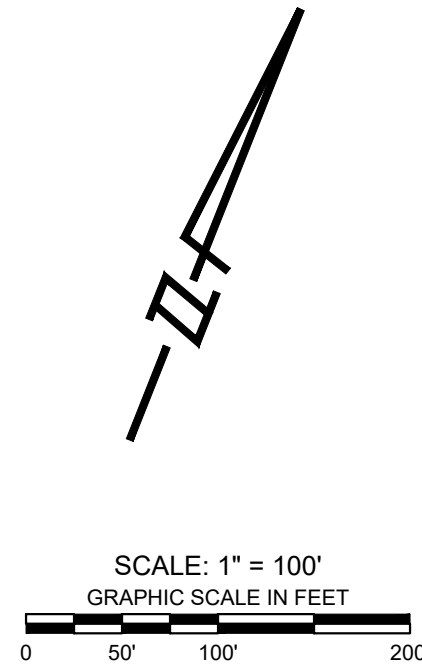
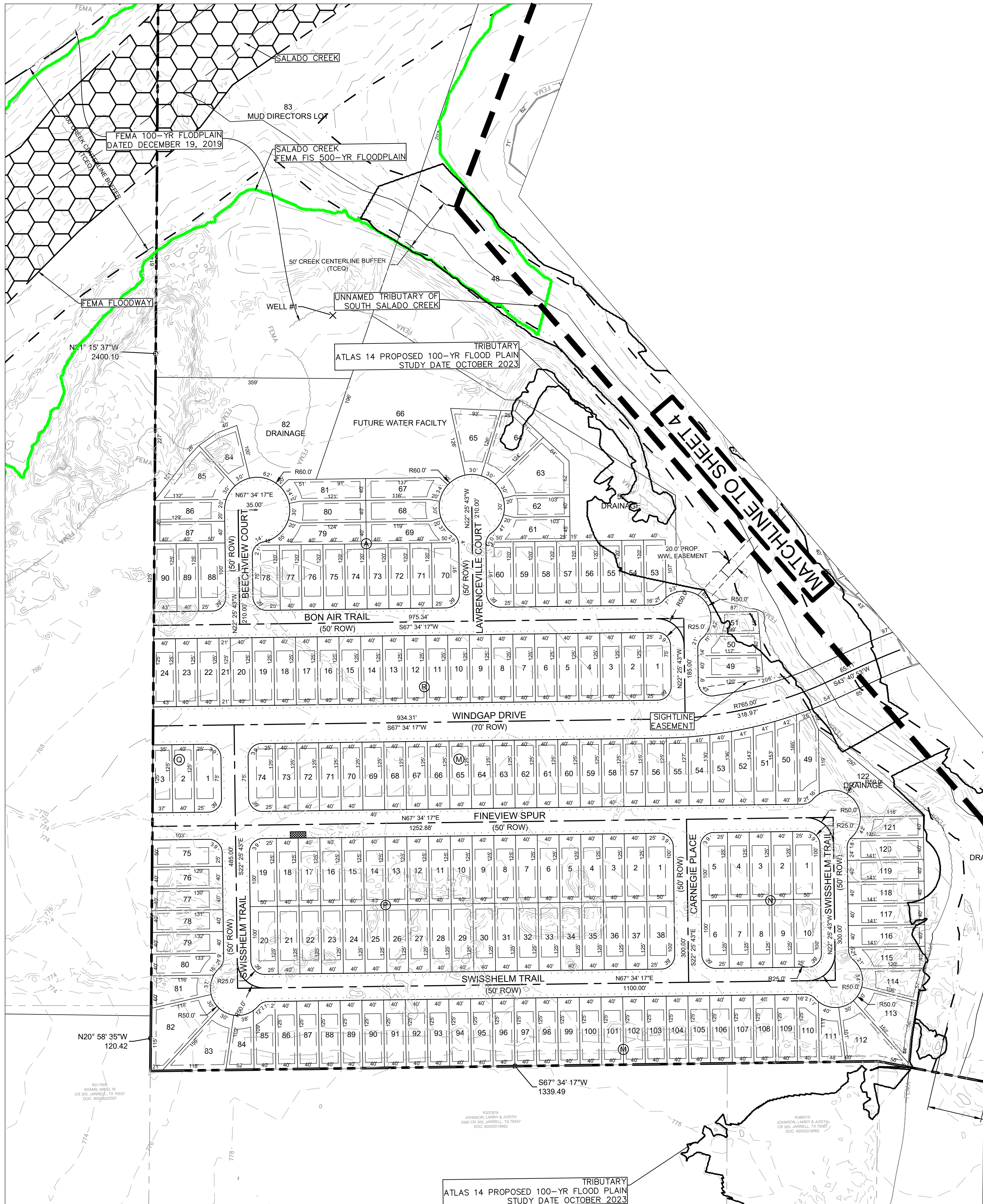
ATLAS RANCH
PRELIMINARY PLAN
WILLIAMSON
COUNTY, TX

PROJECT NO: 11727
DESIGNED BY: KEL
DRAWN BY: KEL
CHECKED BY: RR

NOTICE:
ALTERATION OF A
SEALED DRAWING
WITHOUT PROPER
NOTIFICATION TO THE
RESPONSIBLE ENGINEER
IS A VIOLATION OF THE
TEXAS ENGINEERING
PRACTICE ACT.



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	SECTION BOUNDARY
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	PROPOSED LOT LINE
	BUILDING SETBACK
	ETJ
	JARRELL ETJ
	100-YR F.E.M.A. FLOODPLAIN
	PROPOSED MAILBOX KIOSK
	PROPOSED SIDEWALK
	SALADO CREEK FEMA 500-YR
	TCEQ CREEK BUFFER
	ATLAS 14 100-YR PROPOSED FLOODPLAIN 0 UNNAMED TRIBUTARY PER STUDY BY BGE, INC., JANUARY 2024
	FEMA FLOODWAY

NO.	BY	DATE	REVISION DESCRIPTION

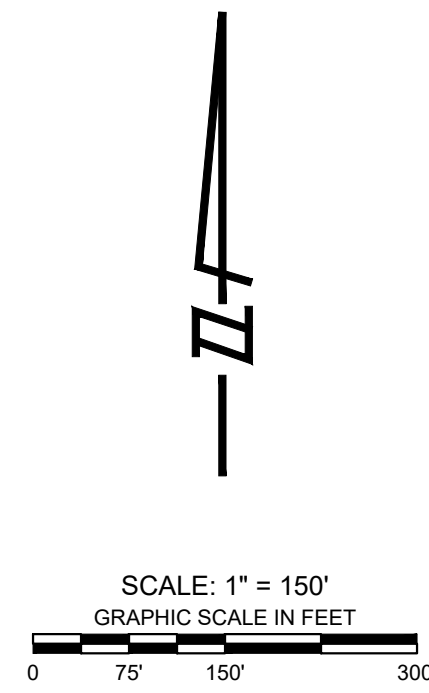
PRELIMINARY PLAT
(SHEET 2 OF 2)

ATLAS RANCH
PRELIMINARY PLAN
WILLIAMSON
COUNTY, TX

PROJECT NO: 11727
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DRAWN BY: KEL
CHECKED BY: RR

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NOTE:

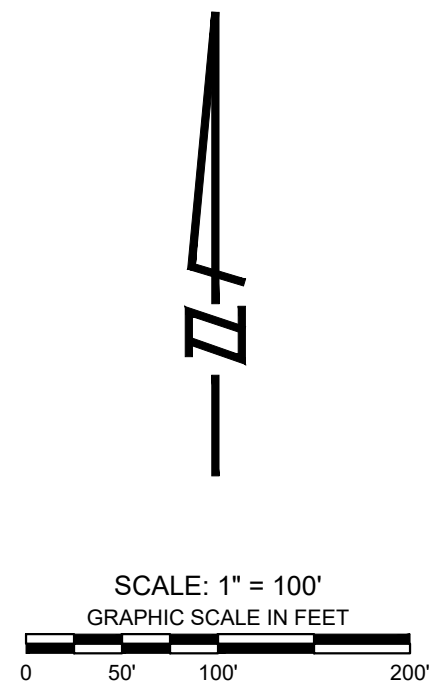
- 1) THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION 811.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER DIRECTLY INTO A DETENTION EXISTING STREAM REACH (SALADO CREEK).
- 2) FEMA FIS 500-YR FLOODPLAIN WAS DELINEATED BY UTILIZING THE 500-YR PEAK DISCHARGE FOR SALADO CREEK AS STATED IN FEMA 500-YR (NOV 1984) FLOODPLAIN STUDY. THE FLOODPLAIN WAS MADE TO SALADO CREEK. THIS FIS 500-YR FLOODPLAIN IS TO BE UTILIZED IN LIEU OF AND ATLAS 14 FLOODPLAIN STUDY. LOT ABOVE THE SALADO CREEK AREA TO BE A MINIMUM 1-FT ADJACENT TO THE EXISTING FEMA 500-YR FIS. THE EXISTING FLOODPLAIN WORK WAS ONLY UPDATED WITH LIDAR TOPOGRAPHY FOR THE PROJECT SITE PERFORMED BY BGE, INC. IN SEPTEMBER 2023

ATLAS RANCH
PRELIMINARY PLAN
WILLIAMSON
COUNTY, TX

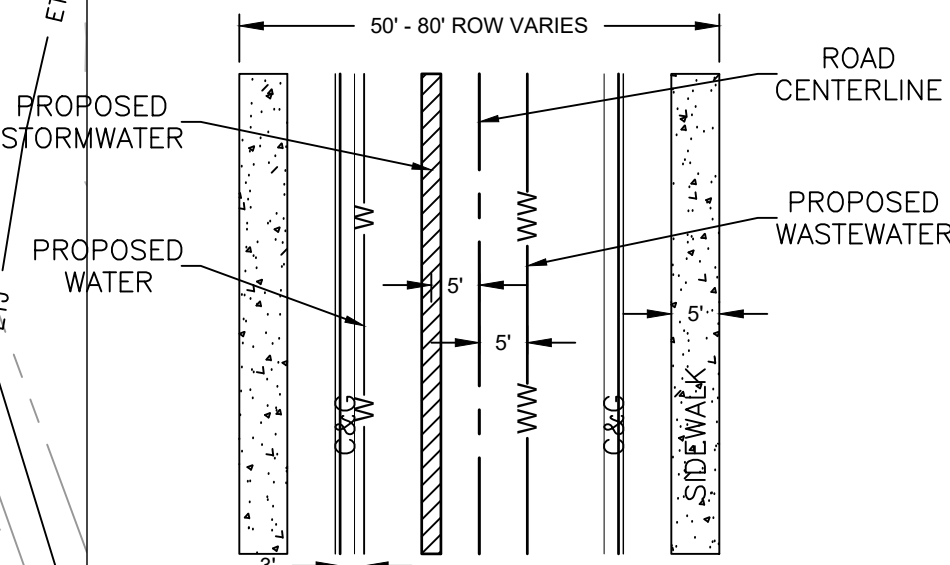
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	SECTION BOUNDARY
	MAJOR ELEV. CONTOUR
	MINOR ELEV. CONTOUR
	BUILDING SETBACK
	PROPOSED WATERLINE
	PROPOSED WASTEWATER LINE
	PROPOSED MANHOLE
	100-YR F.E.M.A. FLOODPLAIN
	SALADO CREEK FEMA 500-YR
	ATLAS 14 100-YR EXISTING FLOODPLAIN 0 UNNAMED TRIBUTARY PER STUDY BY BGE, INC., JANUARY 2024
	FEMA FLOODWAY
	TCEQ CREEK BUFFER



TYPICAL UTILITY ASSIGNMENT
DETAIL N.T.S.

NOTE: 6' SIDEWALK ON 80'
ROW

PROPOSED UTILITIES
(SHEET 1 OF 2)

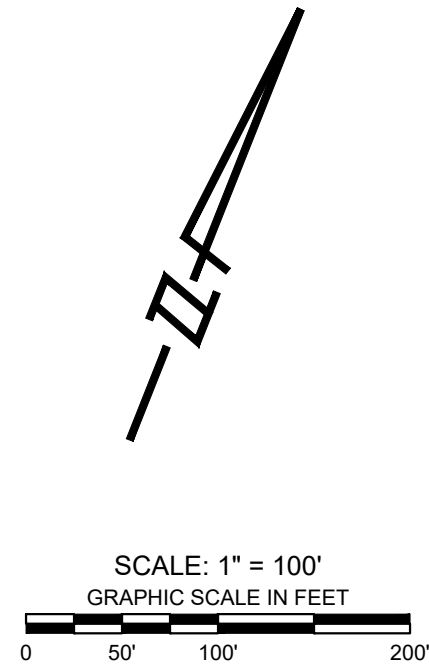
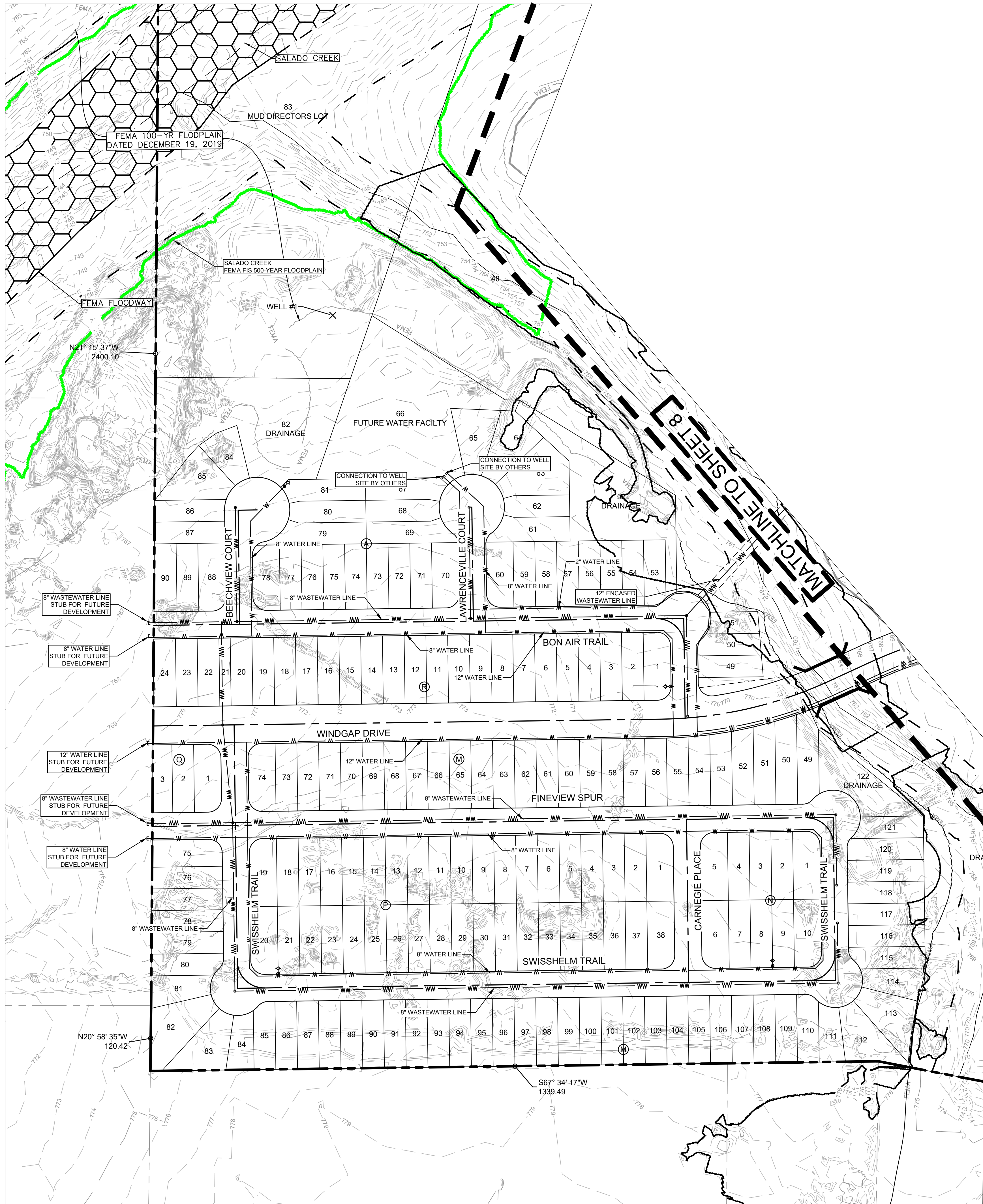
ATLAS RANCH
PRELIMINARY PLAN
WILLIAMSON
COUNTY, TX

PROJECT NO: 11727
DESIGNED BY: KEL
DRAWN BY: KEL
CHECKED BY: RR

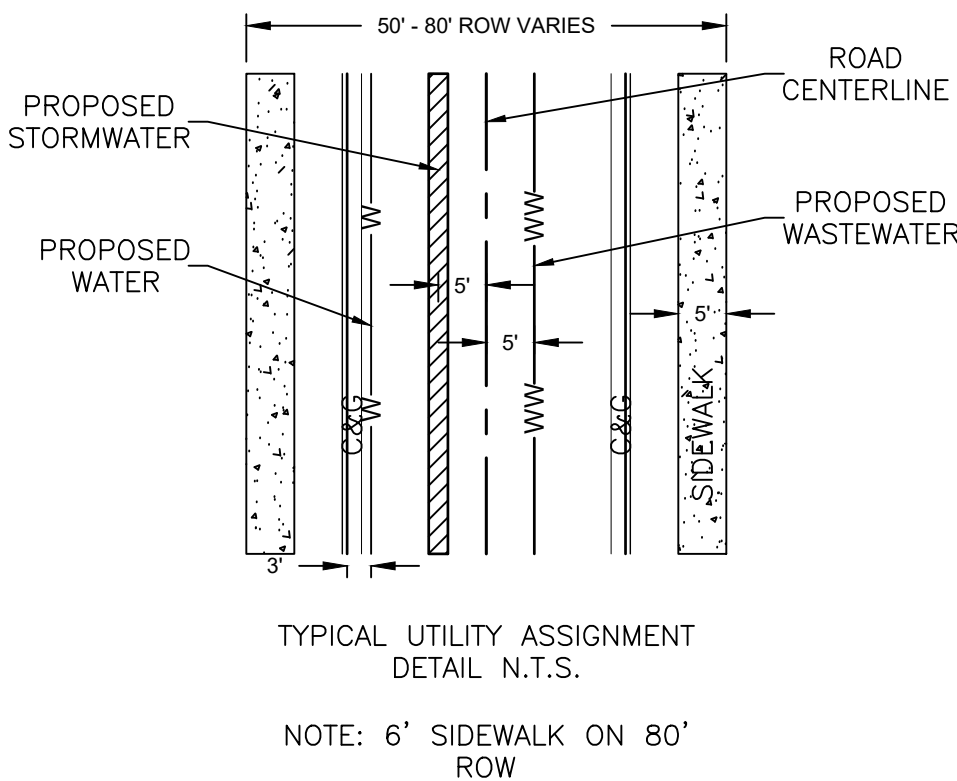
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LEGEND	
	PROPERTY BOUNDARY
	SECTION BOUNDARY
	MAJOR ELEV. CONTOUR
	MINOR ELEV. CONTOUR
	BUILDING SETBACK
	PROPOSED WATERLINE
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	FEMA FLOODWAY
	TCEQ CREEK BUFFER



Commissioners Court - Regular Session**18.****Meeting Date:** 05/14/2024

Brandt Rydell Retirement

Submitted For: Russ Boles**Submitted By:** Amalia Puentes-Zuazua,
Commissioner Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a Resolution to recognize Mayor Brandt Rydell for his years of service and retirement from the City of Taylor.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Proclamation

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

05/06/2024 04:21 PM

Form Started By: Amalia Puentes-Zuazua

Started On: 05/06/2024 09:51 AM

Final Approval Date: 05/06/2024

State of Texas
County of Williamson
Know all men by these presents:

THAT ON THIS, the 14th day of May 2024, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner, Precinct One
Cynthia P. Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Russ Boles, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following

RESOLUTION

WHEREAS, Brandt Rydell, a Taylor native, was first elected to the Taylor City Council, District 3 in May 2012 and was reelected in May 2015, May 2018 and May 2021, and honorably served as the mayor of Taylor since May 2017; and

WHEREAS, Brandt Rydell has led the city through historic crises including the Memorial Day flooding of 2015, the COVID-19 pandemic, and Winter Storm Uri, as well as vital city improvements including the revitalization of downtown Taylor, the redesign of Heritage Square, the development of the RCR Taylor Logistics Park, several transportation projects, and more; and

WHEREAS, during his 12 years on the Taylor City Council, Brandt Rydell has worked to preserve the rich heritage of Taylor while playing a pivotal role in encouraging economic development projects to boost job opportunities and the local economy; and

WHEREAS, Brandt Rydell was instrumental in attracting Samsung to invest \$45 billion in Taylor, Texas, bringing the largest economic development project with foreign investment in the United States to Williamson County. This site includes two semiconductor fabrication plants, a research and development center, and an advanced packaging facility; and

WHEREAS, Brandt Rydell has made the city an internationally recognized name and ushered in a Golden Age filled with opportunity for Taylor, Texas, and its residents; and

WHEREAS, Brandt Rydell is stepping down from his public role on the Taylor City Council, leaving the city strong, robust and resilient, to enjoy more quality time with his wife Julie and their four children.

NOW, THEREFORE, BE IT RESOLVED THAT the Williamson County Commissioners Court offers their heartfelt thanks and appreciation to Brandt Rydell for his 12 years of service to Taylor, Texas and Williamson County and proclaims May 14, 2024, as “Brandt Rydell Day” and encourages all county officials, employees, and the public to thank Brandt Rydell for his many contributions during his years of service.

RESOLVED THIS 14TH DAY OF MAY, 2024

Bill Gravell, Jr., Williamson County Judge

Commissioners Court - Regular Session

19.

Meeting Date: 05/14/2024

Proclamation for Memorial Day

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Proclamation recognizing Memorial Day, May 27, 2024 as a day for honoring and mourning all those U.S. Military personnel who gave the ultimate sacrifice serving in the United States Armed Forces.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Proclamation

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 05/09/2024

Reviewed By

Becky Pruitt

Date

05/09/2024 11:11 AM

Started On: 04/22/2024 09:26 AM

State of Texas
County of Williamson
Know all men by these presents:

WHEREAS, Memorial Day each year serves as a solemn reminder of the scourge of war and its bitter aftermath of sorrow; and

WHEREAS, this day has traditionally been devoted to paying homage to loved ones who lie in hallowed graves throughout the world, having sacrificed their lives to preserve and protect freedom from tyranny; and

WHEREAS, in tribute to these silent dead it is fitting that we lift our voices together in supplication to Almighty God to remember and honor their sacrifice; and

WHEREAS, the Congress, in a joint resolution approved May 11, 1950, provided that Memorial Day should be set aside as a day for honoring and mourning all those U.S. Military personnel who gave the ultimate sacrifice serving in the United States Armed Forces; and

WHEREAS, let us remember the servicemen and women we have lost and let us honor them by rededicating ourselves to strengthening our Nation's promise. With love, grace, and reflection, let us honor our fallen fellow Americans, known and unknown, who sacrificed their freedom to ensure our own.

NOW, THEREFORE, I, Bill Gravell, Judge for Williamson County, Texas do hereby proclaim Memorial Day, Monday, May 27, 2024, as a day not only to remember and mourn those who we have lost, but to honor their memory by a County-wide prayer for permanent peace throughout the world.

In commemoration of this event, I urge all Williamson County citizens to join together in their homes, places of work, and places of worship to pray for those who continue to sacrifice their lives in pursuit of a permanent world peace for the people of our cities, our county, our state, and our nation.

PROCLAIMED this 27th day of May 2024.

Bill Gravell, Judge, Williamson County, Texas

Commissioners Court - Regular Session**20.****Meeting Date:** 05/14/2024

Proclamation-National Police Week for County Sheriff

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a Proclamation recognizing May 15-21, 2024 as National Police Week.

Background

National Police Week was created in 1962 after then-President of the United States, John F. Kennedy, signed Public Law 87-726 to honor the men and women who risk their lives every day in the line of duty. The law designated May 15th as Peace Officer's Memorial Day and stated that the week in which the day falls should be National Police Week. It is also a time for police officers to honor their fallen colleagues, make sure those surviving them are supported, as well as to remember their commitment to keeping people safe. Citizens and civilians can also celebrate the day by showing some love and gratitude to law enforcement around them. National Police Week is all about honor, gratitude, remembrance, servitude and peer support.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

National Police Week

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 04/18/2024

Reviewed By

Becky Pruitt

Date

04/18/2024 02:42 PM

Started On: 04/18/2024 01:47 PM

To recognize National Police Week 2024 and to honor the service and sacrifice of these law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, The Congress of the United States of America has designated the week of May 15th-21st 2024 to be dedicated as “NATIONAL POLICE WEEK” and May 15th of each year to be “PEACE OFFICERS MEMORIAL DAY”, AND

WHEREAS, The law enforcement officers are our guardians of life and property, defenders of the individual right to be free, warriors in the war against crime and dedicated to the preservation of life, liberty and the pursuit of happiness, and

WHEREAS, Williamson County desires to honor the valor, service and dedication of its own deputies, and

WHEREAS, since the first recorded death in 1786, more than 26,581 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, and

WHEREAS, new names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.

NOW THEREFORE, BE IT PROCLAIMED that the Commissioners Court of Williamson County, State of Texas, hereby proclaims May 15-21, 2024 as National Police Week in Williamson County, Texas and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Dated this 14th day of May 2024

Judge Bill Gravell

Commissioners Court - Regular Session**21.****Meeting Date:** 05/14/2024

ALS Awareness

Submitted For: Russ Boles**Submitted By:** Amalia Puentes-Zuazua,
Commissioner Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution recognizing May 2024 as ALS Awareness Month.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ALS

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

05/08/2024 02:04 PM

Form Started By: Amalia Puentes-Zuazua

Started On: 05/06/2024 12:05 PM

Final Approval Date: 05/08/2024

Resolution

WHEREAS, ALS is known by many as Loug Gherigs disease, is a progressive, fatal neurodegenerative disease that attacks nerve cells in the brain and the spinal cord making even the simplest movements- walking, speaking and gesturing nearly impossible; and

WHEREAS, approximately 30,000 people in the United States are afflicted with ALS at any given time, with 5,000 new cases diagnosed each year; and

WHEREAS, ALS, strikes people no matter their race, sex, and age or ethnicity; and

WHEREAS, there is currently no known cause, treatment or cure for the disease; and

WHEREAS, raising public awareness of this disease will facilitate the discovery for a cure, and will bring much needed dollars for support and services for families in Texas dealing with ALS.

NOW, THEREFORE, BE IT RESOLVED, that Williamson County Commissioners Court recognize May 2023 as ALS Awareness Month.

Passed by Commissioners Court and Signed on this date: _____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session**22.****Meeting Date:** 05/14/2024

Introduce County Emergency Management Director

Submitted By: Shantelle Brannon, Emergency Management**Department:** Emergency Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on introducing County Emergency Management Director, Mr. Bruce Clements.

Background

Williamson County names Bruce Clements as Emergency Management Director. Bruce started his position with Williamson County on May 3.

Previously, Clements served as a regional section chief for the Texas Division of Emergency Management and as the deputy director for the Federal Emergency Management Agency's Texas Recovery Office. He also served as the health emergency preparedness and response director at the Texas Department of State Health Services and is a retired U.S. Air Force officer with more than 23 years of service.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shantelle Brannon

Final Approval Date: 05/08/2024

Reviewed By

Becky Pruitt

Date

05/08/2024 02:08 PM

Started On: 05/08/2024 09:12 AM

Commissioners Court - Regular Session**23.****Meeting Date:** 05/14/2024

DOL

Submitted For: Rebecca Clemons**Submitted By:** Rebecca Clemons, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a position exception change and the associated line item transfer requested by Human Resources for Position Control Number (PCN)1860 within Parks.

Background

Due to recent communication from the Department of Labor, we are requesting this change go into effect 6/21/2024. That is the period to have us in compliance before the July 1, 2024 deadline. The ruling expands overtime protection for salaried workers by increasing the threshold to exempt an employee, that falls under the classification of executive, administrative or professional, from federal overtime pay requirements. This threshold is increasing to \$43,888 from \$35,568. This is the only filled PCN currently affected by this rule and other affected positions will be recommended for change within the budget process to be effective October 1, 2024, with the rest of the salary study changes. The associated line item transfer is also attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

LIT.parks

ss.parks

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 05/09/2024

Reviewed By

Becky Pruitt

Date

05/09/2024 08:39 AM

Started On: 05/08/2024 12:49 PM

PCN Salary Increase 26 Pay Pd Eff 6/21
 1860 3150.57 121.1757692 872.4655385

872.47	\$	872.47	Salary
66.743955	\$	66.74	FICA
140.031435	\$	140.03	Retirement
		<u>\$ 1,079.24</u>	

entity	fund	dept	object	(TO) dr	(FROM) cr
01	0100	0510	001100	872.47	
01	0100	0510	002010	66.74	
01	0100	0510	002020	140.03	
01	0100	0409	001100		872.47
01	0100	0409	002010		66.74
01	0100	0409	002020		140.03

BC	Organization	Position	Grade	Current Salary	Current Budget	EEID	NEW TITLE	NEW GRADE	NEW SALARY	INCREASE TO BUDGET
0510	Parks	Parks Maint Supervisor.1860.001100.	B.21	\$42,348.28	\$43,618.64	16956	Maintenance Supervisor	B.23	\$46,769.21	\$3,150.57

Commissioners Court - Regular Session**24.****Meeting Date:** 05/14/2024

Animal Shelter Donations BA Rev 05.14.24

Submitted For: Ganae Hempe**Submitted By:** Ganae Hempe, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections for January 2024 through March 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.361300	Interest, Investments	\$13,916.32
	0546.0000.367404	Animal Shelter Donations	\$64,168.88
	0546.0000.367440	Jane's Fund Donations	\$15,546.00
	0546.0000.367442	Play Yard Donations	\$205.00
	0546.0000.367443	Heart Worm Trmt Donations	\$2,600.00
	0546.0000.367445	SIT Team Donations	\$522.00
	0546.0000.367447	Animal Transport Donations	\$160.00
	0546.0000.367448	Kitten Care Donations	\$2,262.00
	0546.0000.370150	Sales of Pet Care Products	\$1,066.41

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 05/09/2024

Reviewed By

Becky Pruitt

Date

05/09/2024 08:39 AM

Started On: 05/08/2024 12:49 PM

Commissioners Court - Regular Session**25.****Meeting Date:** 05/14/2024

Animal Shelter Donations BA Exp 05.14.24

Submitted For: Ganae Hempe**Submitted By:** Ganae Hempe, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections for January 2024 through March 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0545.0546.003510	Purchases for Resale	\$1,237.92
	0546.0546.003670	Use of Donations	\$74,488.90
	0546.0546.004100	Professional Services	\$18,046.20
	0546.0546.004105	Foster Home Care	\$2,625.79
	0546.0546.004231	Travel	\$185.73
	0546.0546.004232	Training	\$605.95
	0546.0546.004509	Facility Enhancements	\$237.97
	0546.0546.004975	Animal Medical Care	\$3,018.15

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 05/09/2024

Reviewed By

Becky Pruitt

Date

05/09/2024 08:40 AM

Started On: 05/08/2024 01:26 PM

Commissioners Court - Regular Session**26.****Meeting Date:** 05/14/2024

ARPA Agreement Coupland Water Supply Corporation

Submitted By: Jody Cook, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and Coupland Water Supply Corporation for infrastructure improvements to public water and wastewater systems serving the community for reimbursement under The American Rescue Plan Act (ARPA).

Background

The Commissioners Court approved funding for Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) Funds and were approved for a total of \$500,000. This agreement is a subrecipient grant agreement in the amount of \$212,971.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Coupland Water Supply ARPA contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jody Cook

Final Approval Date: 05/09/2024

Reviewed By

Becky Pruitt

Date

05/09/2024 11:46 AM

Started On: 05/09/2024 11:06 AM

**SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY AND Coupland Water Supply Corporation
FOR THE SEWER PROJECT**

**WITH FUNDING FROM:
THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)**

This Subrecipient Agreement (“Agreement”) is between Williamson County (the “COUNTY”), a political subdivision of the State of Texas, and Coupland Water Supply Corporation (“SUBRECIPIENT”), (collectively, the “Parties”). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act (“ARPA”) to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds (“SLFRF FUNDS”) authorized the ARPA (A.L.N. #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation’s pandemic recovery; and

WHEREAS, the COUNTY has received SLFRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury (“Treasury”); and

WHEREAS, Treasury has issued guidance for the use of SLFRF FUNDS (31 CFR Part 35 and may be found at: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLFRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury’s Final Rule, and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLFRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson County.

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW
AND
WATER PROJECT DEFINITIONS

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows: ____ The maintenance and repair of wastewater collection and process system to ensure reliable wastewater treatment

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

Definitions for water and sewer Expenditure Categories must follow the EPA's handbooks. For "clean water" expenditure category definitions, please see:

<https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>.

For "drinking water" expenditure category definitions, please see:

<https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

II.
PAYMENT

The COUNTY shall make available an amount of up to \$ ____ 212,971.00 ____
(TWO HUNDRED AND TWELVE THOUSAND AND NINE HUNDRED SEVENTY-ONE DOLLARS) to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

- i. Signed Request for Reimbursement (RFR) form
- ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
- iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
- iv. Invoices of all other expenditures
- v. Proof of payment of all expenditures

III. TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

- i. Creates a potential threat to health or safety: or
- ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

IV. AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

V. STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

- i. Identify and record valid transactions
- ii. Record transactions to the proper accounting period in which transactions occurred
- iii. Describe transactions in sufficient detail to permit proper classification
- iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
- v. Adequately identify the source and application of funds of each grant contract
- vi. Generate current and accurate financial reports in accordance with contract requirements

VI. MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT agrees that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10)

business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

VII. ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VIII. INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

IX. EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

- i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- iv. Adequate maintenance procedures must be developed to keep the property in good

- condition.
- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

X. LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (A.LN. 21.027). SUBRECIPIENT shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

XI. DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov)

XII. INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XIII. SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

XIV.
DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLFRF FUNDS described herein.

XV.
FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission *if required* by Texas Government Code Section 2252.908, as amended.

XVI.
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Subrecipient:

Coupland Water Supply Corp
PO BOX 141
Coupland Tx 78615

XVII.
SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIX.
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below ("Effective Date").

WILLIAMSON COUNTY:

SUBRECIPIENT:

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Date: _____, 2024

Date: April 24, 2024

APPENDIX A – Scope of Services will include upgrades to current outdated non -working systems of sewage treatment plant. Program or project budget will be number 5. Infrastructure 5.1 clean water: Centralized wastewater treatment
&

APPENDIX B – see attached - Total \$212,971.00

Stence Electric, Inc.
1001 W. 2nd St.
Taylor, TX. 76574
512-365-7785
512-365-1923 Fax
tim@stenceelectric.com
TECL-17831

Date: 4/2/2024

Proposal submitted to: Coupland Water Supply

Job name: Lift Station #1

Stence Electric to provide all materials and labor for the following project.

1. Remove the existing Generac Generator and transfer switch.
2. Remove the generator stand, strip off the old paint, and repaint.
3. Pour a new concrete foundation to set the generator stand on.
4. Install a new Generac 10 KW generator with a 10-year factory warranty.
5. Generator to be serviced once a year for 10 years.
6. Install a new Generac Automatic Transfer Switch in a Nema 3R enclosure.
7. Install new gas regulators and piping from the propane tank to the generator.
8. Install a new meter loop on a steel pole with all new components.
9. Install a LED floodlight, switch, and a receptacle on the meter pole.
10. Install all new wiring from the meter loop to the transfer switch and generator.
11. Furnish 10 yellow bollard covers.
12. Test for proper operation.

We propose to complete in accordance with above specifications for the sum of, \$36,839.00

With payment as follows: Materials stored; work completed.

Proposal based on copper prices this date:

This proposal is subject to acceptance within 30 days.

Signature: _____ Tim Stence _____

The above price, specifications, and conditions are accepted. Stence Electric is authorized to do the work as specified. Payment will be made as outlined above.

Accepted: _____ Date: _____

"Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov/complaints"

Stence Electric, Inc.
1001 W. 2nd St.
Taylor, TX. 76574
512-365-7785
512-365-1923 Fax
tim@stenceelectric.com
TECL-17831

Date: 4/2/2024

Proposal submitted to: Coupland Water Supply

Job name: Lift Station #2

Stence Electric to provide all materials and labor for the following project.

1. Remove the existing Generac Generator and transfer switch.
2. Remove the generator stand, strip off the old paint, and repaint.
3. Pour a new concrete foundation to set the generator stand on.
4. Install a new Generac 10 KW generator with a 10-year factory warranty.
5. Generator to be serviced once a year for 10 years.
6. Install a new Generac Automatic Transfer Switch in a Nema 3R enclosure.
7. Install new gas regulators and piping from the propane tank to the generator.
8. Install a new meter loop on a steel pole with all new components inside the lift station fenced area.
9. Install an LED floodlight, switch, and a receptacle on the meter pole.
10. Raise the existing control box and install on a new rack.
11. Install all new wiring from the meter loop to the transfer switch and generator.
12. Test for proper operation.

We propose to complete in accordance with above specifications for the sum of, \$39,799.00

With payment as follows: Materials stored; work completed.

Proposal based on copper prices this date:

This proposal is subject to acceptance within 30 days.

Signature: _____ Tim Stence _____

The above price, specifications, and conditions are accepted. Stence Electric is authorized to do the work as specified. Payment will be made as outlined above.

Accepted: _____ Date: _____

"Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov/complaints"

Stence Electric, Inc.
1001 W. 2nd St.
Taylor, TX. 76574
512-365-7785
512-365-1923 Fax
tim@stenceelectric.com
TECL-17831

Date: 4/2/2024

Proposal submitted to: Coupland Water Supply

Job name: Lift Station #3

Stence Electric to provide all materials and labor for the following project.

1. Remove the existing Generac Generator and transfer switch.
2. Remove the generator stand, strip off the old paint, and repaint.
3. Pour a new concrete foundation to set the generator stand on.
4. Install a new Generac 10 KW generator with a 10-year factory warranty.
5. Generator to be serviced once a year for 10 years.
6. Install a new Generac Automatic Transfer Switch in a Nema 3R enclosure.
7. Install new gas regulators and piping from the propane tank to the generator.
8. Install a new meter loop on a steel pole with all new components.
9. Install an LED floodlight, switch, and a receptacle on the meter pole.
10. Raise the existing control box and install on a new rack.
11. Install all new wiring from the meter loop to the transfer switch and generator.
12. Furnish 10 yellow bollard covers.
13. Test for proper operation.

We propose to complete in accordance with above specifications for the sum of, \$39,957.00

With payment as follows: Materials stored; work completed.

Proposal based on copper prices this date:

This proposal is subject to acceptance within 30 days.

Signature: _____ Tim Stence _____

The above price, specifications, and conditions are accepted. Stence Electric is authorized to do the work as specified. Payment will be made as outlined above.

Accepted: _____ Date: _____

"Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov/complaints"

Stence Electric, Inc.
1001 W. 2nd St.
Taylor, TX. 76574
512-365-7785
512-365-1923 Fax
tim@stenceelectric.com
TECL-17831

Date: 4/2/2024

Proposal submitted to: Coupland Water Supply

Job name: Wast Water Treatment Plant

Stence Electric to provide all materials and labor for the following project.

1. Remove the existing Generac Generator and transfer switch.
2. Strip off the old paint from the generator stand and repaint.
3. Pour a new concrete foundation to set the generator stand on.
4. Install a new Generac 48 KW generator with a 10-year factory warranty.
5. Generator to be serviced once a year for 10 years.
6. Install a new Generac Automatic Transfer Switch 200-amp, 480 volts, in a Nema 3R enclosure.
7. Install new gas regulators and piping from the propane tank to the generator.
8. Install all new wiring from the meter loop to the transfer switch and generator.
9. Test for proper operation.

We propose to complete in accordance with above specifications for the sum of, \$46,395.00

With payment as follows: Materials stored; work completed.

Proposal based on copper prices this date:

This proposal is subject to acceptance within 30 days.

Signature: _____ Tim Stence _____

The above price, specifications, and conditions are accepted. Stence Electric is authorized to do the work as specified. Payment will be made as outlined above.

Accepted: _____ Date: _____

"Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov/complaints"

Stence Electric, Inc.
1001 W. 2nd St.
Taylor, TX. 76574
512-365-7785
512-365-1923 Fax
tim@stenceelectric.com
TECL-17831

Date: 4/2/2024

Proposal submitted to: Coupland Water Supply

Job name: Wast Water Treatment Plant

Stence Electric to provide all materials and labor for the following project.

1. Install a new meter loop on a steel pole with a 200-amp 480-volt main breaker and meter can furnished by Oncor.
2. Install an LED floodlight, switch, and a receptacle on the meter pole.
3. Replace the existing wireway with stainless steel.
4. Replace the existing Unistrut rack with stainless steel Unistrut.
5. Replace the three 3" support post with new.
6. Replace the existing 30-amp 480 volt disconnect with a new one in a stainless-steel enclosure.
7. Replace the existing mini power zone transformer and panel combination with a new 10 KVA MPZ in a stainless-steel enclosure.
8. Install a new 50-amp 120/240-volt power feeder from the MPZ transformer underground, to the Lab Building.
9. Remove the existing canopy covering the electrical equipment and replace with a 8x10 canopy mounted 7feet above the ground with a 3:12 roof pitch.
10. Test for proper operation.
11. No fees from the Oncor is included.

We propose to complete in accordance with above specifications for the sum of, \$49,981.00

With payment as follows: Materials stored; work completed.

Proposal based on copper prices this date:

This proposal is subject to acceptance within 30 days.

Signature: _____ Tim Stence _____

The above price, specifications, and conditions are accepted. Stence Electric is authorized to do the work as specified. Payment will be made as outlined above.

Accepted: _____ Date: _____

"Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov/complaints"

Commissioners Court - Regular Session**27.****Meeting Date:** 05/14/2024

Award of RFSQ #24FRSQ31 for Project Management, Plan Review and Building Inspection for Various Projects to Freese & Nichols, Inc., 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 awarding RFSQ #24FRSQ311 for Project Management, Plan Review and Building Inspection for Various Projects to the top ranked firm, Freese & Nichols, Inc.

Background

Williamson County sent out over seven thousand four hundred (7400) notifications with two hundred and two (202) document takers and received twelve (12) responses. Williamson County solicited qualifications from firms interested in providing Project Management, Plan Review and Building Inspection for various projects on an as-needed basis. Based on the attached supporting documentation, the recommendation from the RFSQ Evaluation Committee is to award Freese & Nichols, Inc., which was the top ranked firm from the evaluation process for the Project Management, Plan Review and Building Inspection for multiple projects under RFSQ #24FRSQ31, over a five (5) year term. Professional Service Agreements will be brought to Commissioners Court and executed in the future for various projects. An estimated budget will be established for each project. Funding sources will be assigned for each project. The department point of contact is Trenton Jacobs.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Letter of Recommendation and Scoresheet

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stacian Williams

Final Approval Date: 05/09/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

05/08/2024 04:16 PM

05/09/2024 08:30 AM

Started On: 05/07/2024 03:26 PM



May 3, 2024

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
301 Wilco Way
Georgetown, TX 78626

Re: 24RFSQ31
Project Management, Plan Review, and Inspections (PMRI)
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions and conducting interviews with the lead candidates, the evaluation committee found **Freese & Nichols, Inc.** to be the best-suited candidate to provide project management, plan review, and inspections services to Williamson County Facilities Management. The evaluation committee recommends award of the **PMRI** project to **Freese & Nichols, Inc.**

Based on the Committee's evaluation, the Wilco Facilities Department recommends that the Williamson County Commissioners Court award the Professional Services Agreement to **Freese & Nichols, Inc.**

Sincerely,

A handwritten signature in black ink, appearing to read 'Trenton Jacobs', is written over the word 'Sincerely,'.

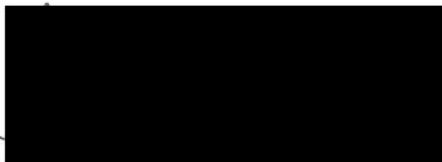
Trenton Jacobs, AIA, NCARB, LEED AP
Williamson County Architect, Facilities Management Department

Firm	TOTALS	Company Experience (20)	PM Experience (20)	Process (30)	Govt. Performance (20)	Reference Feedback (10)	COI Received	Proposal Affidavit	References Submitted	SPECIALIZATIONS
AGCM	99	19	20	30	20	10	Pass	Pass	Pass	PMRI-S
Bowman	75	15	15	15	20	10	Pass	Pass	Pass	PMR
Bureau Veritas North America, Inc.	80	15	15	25	15	10	Pass	Pass	Pass	RI
DPTV Tango	20	5	0	0	5	10	Pass	Pass	Pass	N/A
Freese & Nichols, Inc.	100	20	20	30	20	10	Pass	Pass	Pass	PMRI-S
Hill International	93	19	19	25	20	10	Pass	Pass	Pass	PMI
Johnson, Mirmiran & Thompson, Inc. (JMT)	99	19	20	30	20	10	Pass	Pass	Pass	PMRI-S
Kitchell	99	19	20	30	20	10	Pass	Pass	Pass	PMRI
N. Martinez & Associates, Inc.	80	15	15	25	15	10	Pass	Pass	Pass	PMR
Project Management Services, Inc.	90	15	20	30	15	10	Pass	Fail	Pass	PM
Square One Consultants	89	19	20	30	20	0	Pass	Pass	Fail	N/A
Willdan Engineering	89	19	20	30	20	0	Pass	Pass	Fail	N/A

Voting members



Non Voting



Commissioners Court - Regular Session**28.****Meeting Date:** 05/14/2024

Award of IFB #24IFB38 Ronald W Reagan Blvd Milling and Overlay to Texas Materials Group, Inc. for Road and Bridge Department

Submitted For: Joy Simonton**Submitted By:** Fernando Ramirez, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB #24IFB38 Ronald W Reagan Blvd Milling and Overlay to Texas Materials Group, Inc. in the not-to-exceed amount of \$3,389,603.55 and authorize execution of the Agreement.

Background

Williamson County sent out seven thousand nine hundred sixty (7,960) notifications with forty-six (46) document takers and received four (4) vendor submissions. The bids for the project have been reviewed and the apparent low bid, Texas Materials Group, Inc. was found to be responsive, mathematically correct, and materially balanced. This contractor has performed similar work on other projects and received positive references from those contacted. The Road and Bridge Department recommends Williamson County award this solicitation to Texas Materials Group, Inc. The funding source is 01.0200.0210.003599 and the point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Recommendation Letter

Bid Tabulation

Bid Tabulation - All submittals

Form 1295 - Texas Materials Group Inc

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 05/09/2024

Reviewed By

Joy Simonton

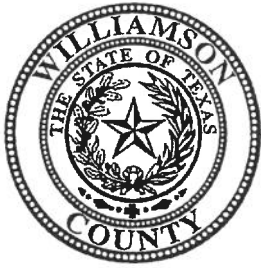
Becky Pruitt

Date

05/08/2024 04:08 PM

05/09/2024 08:23 AM

Started On: 05/06/2024 12:31 PM



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and **Texas Materials Group, Inc** ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # **24IFB38 Ronald W Reagan Blvd Milling and Overlay**; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of **Three million three hundred eighty-nine thousand six hundred three dollars and fifty-five cents (\$3,389,603.55)**, in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # **24IFB38 Ronald W Reagan Blvd Milling and Overlay**; including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described, and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons, therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: 35 working days

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before 40 working days**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of \$500 per day from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to

perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

- 6.5** As part of Contractor obligation to coordinate the Work, Contractor shall:
- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
 - b. provide an on-site, full-time superintendent for the duration of the Work;
 - c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
 - d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
 - e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
 - f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
 - g. advise Owner of any tests that should be performed;
 - h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
 - i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
 - j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
 - k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated, and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

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

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

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

- e. Builder's Risk Insurance
(all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions.

However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

- (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
- (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a 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.

- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide

services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. 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.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND

OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct

the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in

regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving

appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

CONTRACTOR:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

By:  _____

Printed Name: _____

Printed Name: _____

Title: _____

 Title:  _____


Date: _____

Date:  _____

Party Representatives

Owner's Designated Representative ("ODR"):

Contractor's Designated Representative:



Phone _____

Phone  _____

Fax _____

Fax _____



April 18, 2024

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for Ronald W Reagan Blvd
Milling and Overlay – Bid #24IFB38

The bids for the subject-referenced project have been reviewed, and the apparent low bid (Texas Materials Group, Inc.) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Texas Materials Group, Inc. - \$3,389,603.55
2. Asphalt Inc, LLC dba Lone Star Paving Co. - \$3,657,920.81
3. Bennett Paving, Inc. - \$4,085,623.82
4. Alpha Paving Industries, Inc. - \$4,508,196.3

The Contractor's low base bid is \$2,282,108.45 below the Engineer's Estimate, a cost decrease of 40.24%.

In addition to meeting the bid qualifications, Texas Materials Group, Inc. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of \$3,389,603.55 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award Texas Materials Group, Inc. the contract for the Ronald W Reagan Blvd Milling and Overlay Project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

 for JTE

J. Terron Evertson, P.E.
Deputy Sr. Director of Infrastructure

Contractor Name: Texas Materials Group, Inc.**BID FORM****RONALD W REAGAN BLVD MILLING AND OVERLAY - FROM CITY LIMITS OF GEORGETOWN TO IH 35****WILLIAMSON COUNTY, TEXAS**

ITEM	NO	DESCRIPTION	UNITS	QUANTITY			UNIT PRICE	COST TOTAL		
				WILCO	JARRELL	TOTAL		WILCO	JARRELL	PROJECT TOTAL
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	19582	3695	23277.00	7.00	\$137,074.00	\$25,865.00	\$162,939.00
164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	19582	3695	23277.00	0.20	\$3,916.40	\$739.00	\$4,655.40
166	6001	FERTILIZER	AC	4.1	0.8	4.90	1000.00	\$4,100.00	\$800.00	\$4,900.00
168	6001	VEGETATIVE WATERING	MG	2428	459	2887.00	21.00	\$50,988.00	\$9,639.00	\$60,627.00
340	6011	D - GR HMA(SQ) TY - B PG64 - 22	TON	800	3294	4094.00	93.00	\$74,400.00	\$306,342.00	\$380,742.00
341	6043	D - GR HMA TY - D PG70 - 22	TON	18661	2934	21595.00	101.00	\$1,884,761.00	\$296,334.00	\$2,181,095.00
354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	5210	1432	6642.00	4.00	\$20,840.00	\$5,728.00	\$26,568.00
354	6042	PLANE ASPH CONC PAV (8")	SY	1818	7486	9304.00	9.25	\$16,816.50	\$69,245.50	\$86,062.00
500	6001	MOBILIZATION	LS	0.85	0.15	1.00	55000.00	\$46,750.00	\$8,250.00	\$55,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.7	0.3	2.00	30000.00	\$51,000.00	\$9,000.00	\$60,000.00
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	582	230	812.00	1.25	\$727.50	\$287.50	\$1,015.00
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	1874	206	2080.00	1.25	\$2,342.50	\$257.50	\$2,600.00
666	6029	REFL PAV MRK TY I (W)8"(DOT)(090MIL)	LF	99	42	141.00	3.00	\$297.00	\$126.00	\$423.00
666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	3410	1509	4919.00	1.25	\$4,262.50	\$1,886.25	\$6,148.75
666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	389	38	427.00	5.75	\$2,236.75	\$218.50	\$2,455.25
666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	15	8	23.00	225.00	\$3,375.00	\$1,800.00	\$5,175.00
666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	10	5	15.00	285.00	\$2,850.00	\$1,425.00	\$4,275.00
666	6131	REFL PAV MRK TY I (Y)6"(DOT)(090MIL)	LF	51	0	51.00	10.00	\$510.00	\$0.00	\$510.00
666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	2072	680	2752.00	5.75	\$11,914.00	\$3,910.00	\$15,824.00
666	6171	REFL PAV MRK TY II (W) 6" (BRK)	LF	930	530	1460.00	0.50	\$465.00	\$265.00	\$730.00
666	6174	REFL PAV MRK TY II (W) 6" (SLD)	LF	1034	166	1200.00	0.50	\$517.00	\$83.00	\$600.00
666	6176	REFL PAV MRK TY II (W) 8" (DOT)	LF	99	42	141.00	1.75	\$173.25	\$73.50	\$246.75
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	3410	1509	4919.00	0.65	\$2,216.50	\$980.85	\$3,197.35
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	389	38	427.00	3.50	\$1,361.50	\$133.00	\$1,494.50
666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	15	8	23.00	100.00	\$1,500.00	\$800.00	\$2,300.00
666	6192	REFL PAV MRK TY II (W) (WORD)	EA	10	5	15.00	175.00	\$1,750.00	\$875.00	\$2,625.00
666	6209	REFL PAV MRK TY II (Y) 6" (DOT)	LF	51	0	51.00	0.50	\$25.50	\$0.00	\$25.50
666	6210	REFL PAV MRK TY II (Y) 6" (SLD)	LF	7707	268	7975.00	0.50	\$3,853.50	\$134.00	\$3,987.50
666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	2072	680	2752.00	3.50	\$7,252.00	\$2,380.00	\$9,632.00
666	6285	REF PROF PAV MRK TY I (W)6" (SLD)(090)MIL	LF	68172	6319	74491.00	0.65	\$44,311.80	\$4,107.35	\$48,419.15
666	6289	REF PROF PAV MRK TY I (Y)6" (SLD)(090)MIL	LF	65226	6795	72021.00	0.65	\$42,396.90	\$4,416.75	\$46,813.65
666	6305	RE PM W/RET REQ TY I (W)6"(BRK)(090MIL)	LF	930	530	1460.00	0.75	\$697.50	\$397.50	\$1,095.00
666	6308	RE PM W/RET REQ TY I (W)6"(SLD)(090MIL)	LF	1034	166	1200.00	0.75	\$775.50	\$124.50	\$900.00
666	6320	RE PM W/RET REQ TY I (Y)6"(SLD)(090MIL)	LF	7707	268	7975.00	0.75	\$5,780.25	\$201.00	\$5,981.25
672	6007	REFL PAV MRKR TY I-C	EA	227	0	227.00	5.75	\$1,305.25	\$0.00	\$1,305.25
672	6009	REFL PAV MRKR TY II-A-A	EA	3646	166	3812.00	5.75	\$20,964.50	\$954.50	\$21,919.00
672	6010	REFL PAV MRKR TY II-C-R	EA	0	111	111.00	5.75	\$0.00	\$638.25	\$638.25
3019	6001	TRACKLESS TACK COAT	GAL	33928	5334	39262.00	4.50	\$152,676.00	\$24,003.00	\$176,679.00
							TOTAL	\$2,607,183.10	\$782,420.45	\$3,389,603.55

24IFB38 Ronald W Reagan Blvd Milling and Overlay

Opened on: Tuesday, March 26, 2024

Supplier Name	Amount
ALPHA PAVING INDUSTRIES LLC	\$4,508,196.13
ASPHALT INC LLC dba LONE STAR PAVING CO.	\$3,657,920.81
BENNETT PAVING INC	\$4,085,623.82
TEXAS MATERIALS GROUP INC	\$3,389,603.55

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Texas Materials Group, Inc.
Cedar Park, TX United States

Certificate Number:
2024-1156099

Date Filed:
05/02/2024

Date Acknowledged:
05/06/2024

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

Williamson County

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

Solicitation # 24IFB38
Solicitation # 24IFB38 Ronald W Reagan Blvd Milling and Overlay

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	CRH	Atlanta, GA United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Texas Materials Group, Inc.
Cedar Park, TX United States

Certificate Number:
2024-1156099

Date Filed:
05/02/2024

Date Acknowledged:

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

Williamson County

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.

Solicitation # 24IFB38
Solicitation # 24IFB38 Ronald W Reagan Blvd Milling and Overlay

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	CRH	Atlanta, GA United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is David Reese, and my date of birth is [REDACTED].

My address is [REDACTED], Cedar Park, TX, 78613, US.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the ____ day of May, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

29.

Meeting Date: 05/14/2024

TxDOT AFA CR 434 at Brushy Creek Bridge

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Resolution for an Advance Funding Agreement (AFA) with TxDOT regarding CR 434 at Brushy Creek Bridge. Funding source: 01.0200.0210.005400.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

TxDOT AFA CR 434 at Brushy Creek Bridge

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/06/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

05/03/2024 02:22 PM

05/06/2024 04:13 PM

Started On: 05/03/2024 08:46 AM

TxDOT:				NBI Structure #	142460AA0351003
CCSJ #		AFA ID	Z00008614	Federal Highway Administration:	
AFA CSJs	0914-05-233			CFDA No.	20.205
District #	14-AUS	Code Chart 64#	50246	CFDA Title	Highway Planning and Construction
Project Name	CR 434 at Brushy Creek Bridge			AFA Not Used For Research & Development	

ATTACHMENT D RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

The State of Texas
County of Williamson

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Williamson County, hereinafter referred to as the Local Government owns bridges:

Located at CR 434 at Brushy Creek, National Bridge Inventory (NBI) Structure Number 142460AA0351003, State Control-Section-Job (CSJ) Number 0914-05-233; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116522. Dated, August 16, 2023; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; unless reduced by participation in the Economically Disadvantaged County Program; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$206,250.00; and

WHEREAS, the estimated local match fund participation requirement will be paid by the Local Government; and

THEREFORE, BE IT RESOLVED that the Local Government approves the execution of an Advance Funding Agreement with the State. The County Judge is authorized to execute the agreement on behalf of the Local Government.

Approved this _____ day of _____, 20 _____

TxDOT:				NBI Structure #	142460AA0351003
CCSJ #		AFA ID	Z00008614	Federal Highway Administration:	
AFA CSJs	0914-05-233			CFDA No.	20.205
District #	14-AUS	Code Chart 64#	50246	CFDA Title	Highway Planning and Construction
Project Name	CR 434 at Brushy Creek Bridge			AFA Not Used For Research & Development	

Approved: _____

Name: Bill Gravell Jr.

Title: County Judge

Date: _____

Commissioners Court - Regular Session**30.****Meeting Date:** 05/14/2024

CR 233 and CR 464 Temporary Road Closures

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

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the temporary closing of CR 233 and CR 464 for replacement of cross culverts.

Background

The proposed roadway closures and detours of CR 233 and CR 464 are necessary to replace cross culverts. All detours are less than 12 miles in length and take less than 15 minutes to travel. Weather permitting, the closures will be continuous for approximately six (6) weeks and are scheduled to begin on or about June 3, 2024. Access to all adjacent properties will be maintained throughout the CR 233 and CR 464 closures.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CR 233 Detour Route

CR 464 Detour Route

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/09/2024

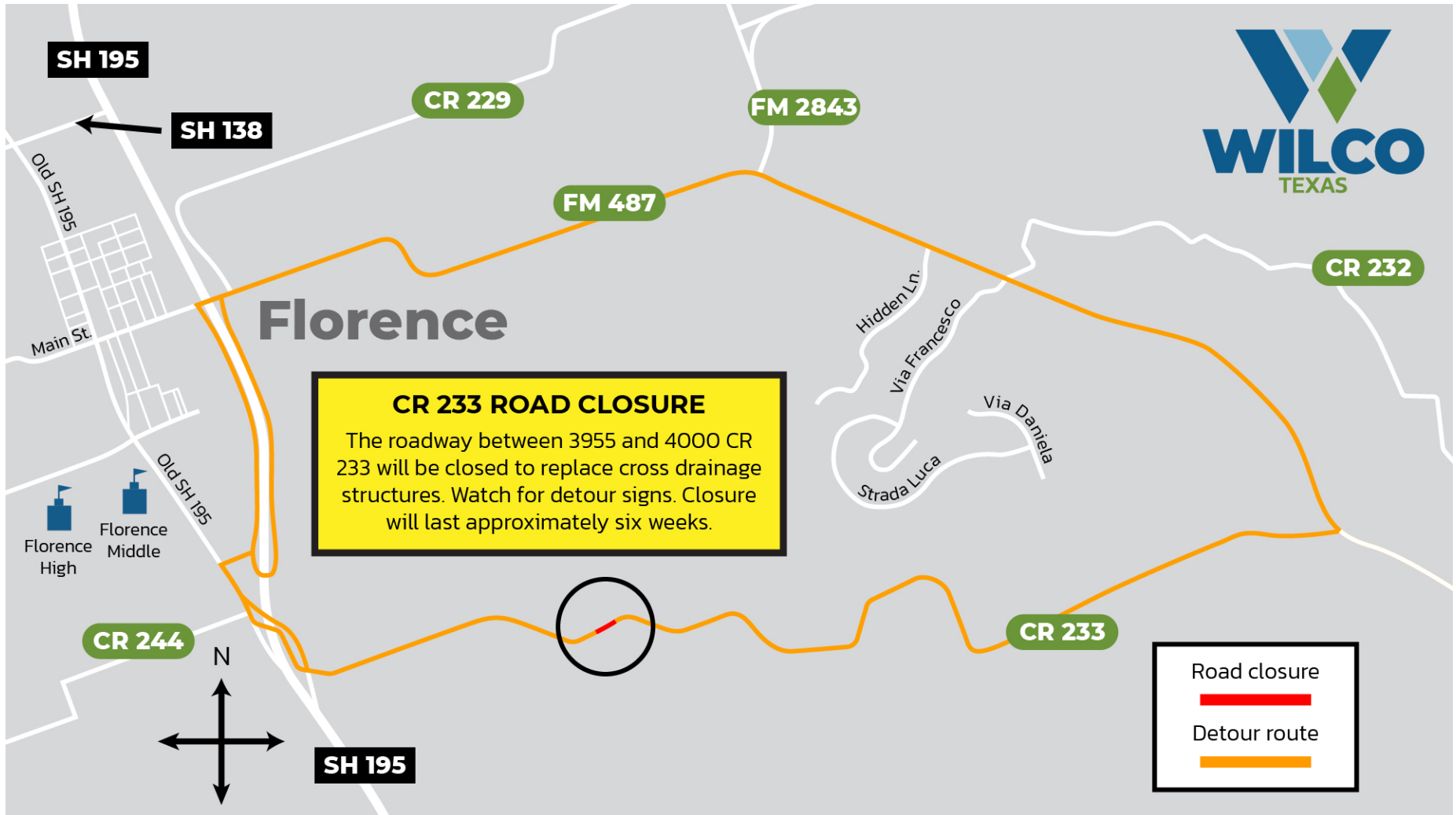
Reviewed By

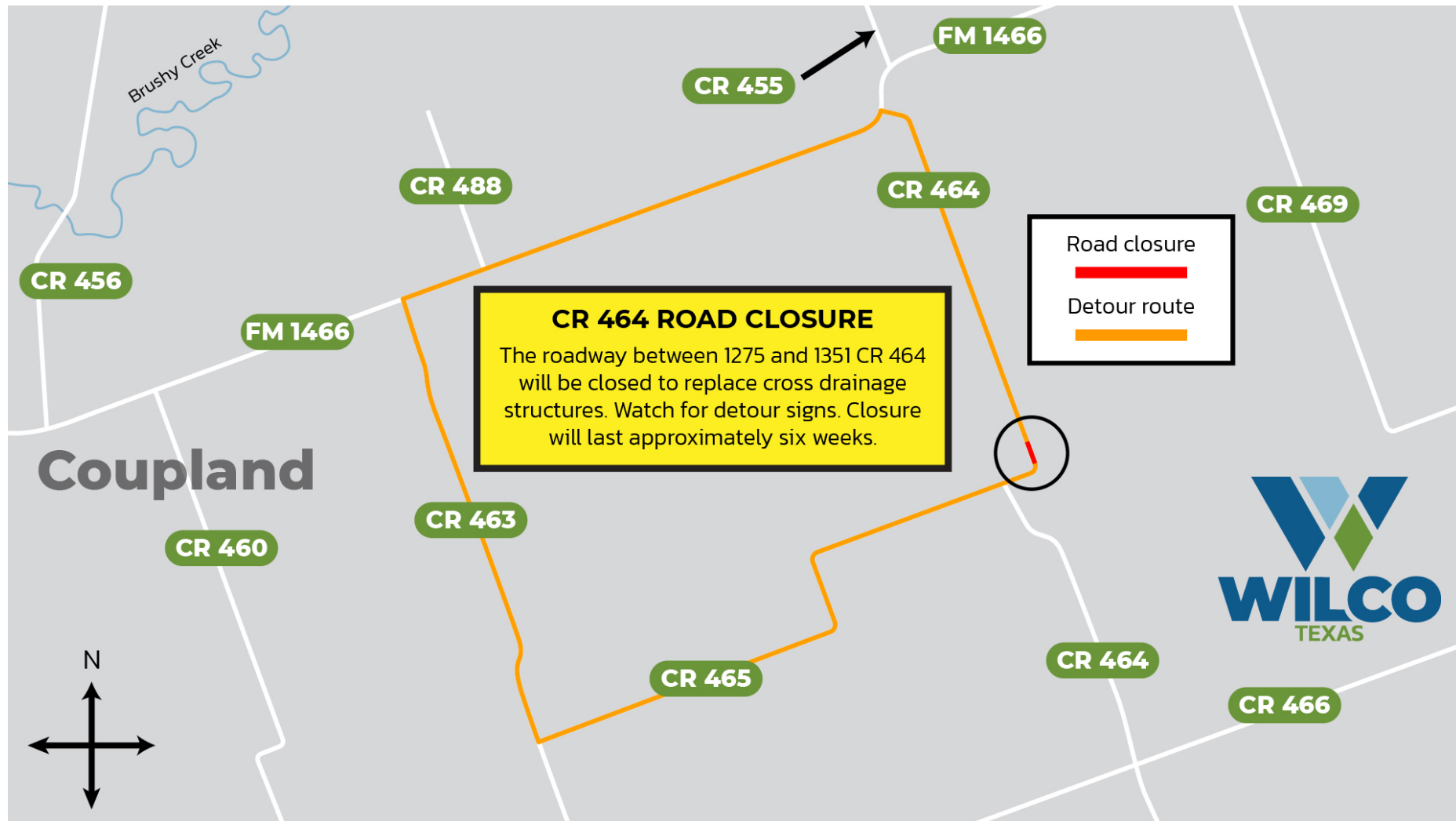
Becky Pruitt

Date

05/09/2024 11:59 AM

Started On: 05/09/2024 11:54 AM





Commissioners Court - Regular Session**31.****Meeting Date:** 05/14/2024

LTP Transfer

Submitted By: Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving a LTP transfer to transfer \$200,000 from P457 (LTP ROW) to P599 (Chandler Corridor Segment 1).

Background

Please see the attached memo for further information.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

LTP Memo

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 05/09/2024

Reviewed By

Becky Pruitt

Date

05/09/2024 11:10 AM

Started On: 05/09/2024 10:37 AM

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626



May 7, 2024

Re: FY 2024 Transportation Corridor Budget Adjustment

Dear Ms. Lynce,

Please make the following budget adjustment for the Long-Term Planning Projects:

- Move \$200,000.00 from P457 LTP ROW to P599 Chandler Corridor Segment 1.

If you have any questions, please let me know.

Thank you.

A handwritten signature in blue ink that reads "Christen Eschberger".

Christen Eschberger, P.E.

Cc: Julie Kiley, Williamson County Auditor's Office
Pam Navarrette, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
J. Terron Evertson, P.E., Williamson County Engineer
Michael J. Weaver, HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session**32.****Meeting Date:** 05/14/2024

2013 Road Bond Transfer

Submitted By: Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on moving funds and closing various projects in the 2013 Road Bond Program.

Background

Please see the attached memo for further details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2013 Road Bond Memo

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 05/09/2024

Reviewed By

Becky Pruitt

Date

05/09/2024 11:10 AM

Started On: 05/09/2024 10:45 AM

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626



May 7, 2024

Re: 2013 Road Bond Budget Allocation

Dear Ms. Lynce,

Please make the following budget adjustments and project close-outs for the 2013 Road Bond Program:

- Move \$100,000.00 from P238 Ronald Reagan Extension to P327 City of Round Rock ILA University Blvd.
- Close P238 Ronald Reagan Extension and move remainder estimated at \$199,391.35 to P294 Chandler Road.
- Close P227 University Blvd Widening and move remainder estimated at \$23,015.09 to P327 City of Round Rock ILA University Blvd.
- Close P256 CR 258 and move remainder estimated at \$45,783.69 to P596 2013 Road Bond ROW.
- Close P285 CR 200 and move remainder estimated at \$86,903.50 to P596 2013 Road Bond ROW.
- Close P237 DB Woods at SH 29 and move remainder estimated at \$70,388.56 to P596 2013 Road Bond ROW.
- Close P258 IH-35 Operational Study and move remainder estimated at \$243,760.91 to P596 2013 Road Bond ROW.
- Move \$2,000,000.00 from P290 2013 Unallocated Interest to P596 2013 Road Bond ROW.

If you have any questions, please let me know.

Thank you.

A handwritten signature in blue ink that reads "Christen Eschberger".

Christen A. Eschberger, P.E.

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Michael J. Weaver., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session**33.****Meeting Date:** 05/14/2024

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 Melissa Marie Dixon for 0.384 AC needed as right of way on the CR 313 project (Parcel 6). Funding Source: LRTP

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/09/2024

Reviewed By

Becky Pruitt

Date

05/09/2024 10:46 AM

Started On: 05/08/2024 05:05 PM

REAL ESTATE CONTRACT

CR 313

THIS REAL ESTATE CONTRACT ("Contract") is made by **MELISSA MARIE DIXON** (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 0.384-acre (16,714 square foot) tract in the G. Schneider Survey, Abstract No. 579, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 6**)

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 FORTY-FOUR THOUSAND ONE HUNDRED FIFTY and 00/100 Dollars (\$44,150.00).

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 TWENTY-FIVE THOUSAND EIGHT HUNDRED FIFTY and 00/100 Dollars (\$25,850.00).

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 31, 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):



Melissa Marie Dixon

Date: 5-2-24

Address: 2409 CR 313
Jarrell, TX 76537

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.: 6
Tax ID: R576137
County Road: 313 East of County Road 332 Jarrell

METES AND BOUNDS DESCRIPTION

FOR A 0.384 ACRE (16,714 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 2.00 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO MELISSA M. DIXON AND HUSBAND, LOREN A. DIXON, RECORDED IN DOCUMENT NO. 2018089105 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.384 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=10269870.78, E=3163063.00) monumenting the southwest corner of said 2.00 acre Dixon tract and the southeast corner of Tract E C.R. 313 ROW as shown on the Final Plat Schwertner Ranch Phase II, a subdivision recorded in Document No. 2021009522 of the Official Public Records of Williamson County, Texas, same being on the north boundary line of the called 1.28 acre tract of land (Second Tract), conveyed to Wess Arthur Cassens Jr. and Helen Martha Cassens as Co-Trustees of the Cassens CR 313 Trust, UA, recorded in Document No. 2020005552 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** hereof, from which an iron rod found with cap marked "FOREST" monumenting an angle point on the north boundary line of the called 2.005 acre Right-of-way Dedication as shown on the Final Plat of Sonterra Section 13, a subdivision recorded in Document No. 2020067209 of the Official Public Records of Williamson County, Texas, same being on the south boundary line of said 1.28 acre Cassens tract, bears S 20°12'36" E for a distance of 25.22 feet;

THENCE, **N 22°24'20" W** with the west boundary line of said 2.00 acre Dixon tract and the east boundary line of said Tract E C.R. 313 ROW, for a distance of **49.98 feet** to an iron rod found with cap marked "YALGO RPLS 6200" monumenting the northeast corner of said Tract E C.R. 313 ROW and the southeast corner of Lot 96, Block 4 of said Final Plat Schwertner Ranch Phase II, for the northwest corner hereof, from which an iron rod found with cap marked "MAPLES RPLS 5043" monumenting the northwest corner of said 2.00 acre Dixon tract and the most westerly southwest corner of the called 24.234 acre tract of land conveyed to Troy Bradshaw, recorded in Document No. 2022085556 of the Official Public Records of Williamson County, Texas, same being on the east boundary line of Lot 94, Block 4 of said Final Plat Schwertner Ranch Phase II, bears N 22°24'20" W for a distance of 211.30 feet;

County: Williamson
Parcel No.: 6
Tax ID: R576137
County Road: 313 East of County Road 332 Jarrell


THENCE, **N 68°06'44" E** through the interior of said 2.00 acre Dixon tract, for a distance of **333.33 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the east boundary line of said 2.00 acre Dixon tract and the lower west boundary line of said 24.234 acre Bradshaw tract, for the northeast corner hereof, from which an iron rod found with cap marked "MAPLES RPLS 5043" monumenting the northeast corner of said 2.00 acre Dixon tract and an interior ell corner of said 24.234 acre Bradshaw tract, bears N 22°23'02" W for a distance of 211.11 feet;

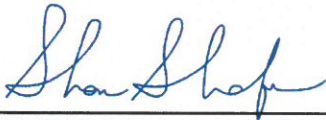
THENCE, **S 22°23'02" E** with the east boundary line of said 2.00 acre Dixon tract and said lower west boundary line of said 24.234 acre Bradshaw tract, for a distance of **50.31 feet** to an iron rod found with cap marked "MAPLES RPLS 5043" monumenting the southeast corner of said 2.00 acre Dixon tract and the most southerly southwest corner of said 24.234 acre Bradshaw tract, same being on said north boundary line of the 1.28 acre Cassens tract, for the southeast corner hereof;

THENCE, **S 68°10'11" W** with the south boundary line of said 2.00 acre Dixon tract and said north boundary line of the 1.28 acre Cassens tract, for a distance of **333.32 feet** to the **POINT OF BEGINNING** hereof and containing 0.384 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



Z:\WCRB__2020 WA-7 CR 313 EAST OF CR 332 2023-42__FINAL ROW SURVEYS LTS\PARCEL 6 CR 313 - DIXON FINAL M&B 20240207.doc

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.384 ACRE (16,714 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 2.00 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO MELISSA M. DIXON AND HUSBAND, LOREN A. DIXON, RECORDED IN DOCUMENT NO. 2018089105 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2409 CR 313, JARRELL, TX 76537

BLOCK 4
94
95

MAPLES

N68°08'38"E 333.41'

MAPLES

FINAL PLAT
SCHWERTNER
RANCH PHASE II
DOC. NO.
2021009522

BLOCK 4
96
YALGO
0.38' SOUTH

G. SCHNEIDER SURVEY
ABSTRACT NO. 579

WCAD PARCEL ID: R576137
MELISSA M. DIXON AND HUSBAND,
LOREN A. DIXON
TRACT ONE - CALLED 2.00 AC.
DOC. NO. 2018089105

N68°06'44"E

PARCEL 6
0.384 AC.

PROPOSED ROW

P.O.B.
GRID COORDINATES:
N=10269870.78
E=3163063.00

WESS ARTHUR CASSENS JR. AND HELEN MARTHA CASSENS,
AS CO-TRUSTEES OF THE CASSENS CR 313 TRUST, UA
SECOND TRACT - CALLED 1.28 AC.
DOC. NO. 202005552

OPEN SPACE/DRAINAGE

G. SCHNEIDER SURVEY
ABSTRACT NO. 580

2.005 R.O.W. DEDICATION
DOC. NO. 2020067209

FINAL PLAT
SONTERA SECTION 13
DOC. NO. 2020067209

FINAL PLAT
SONTERA SECTION 13
DOC. NO. 2020067209

CR 313 PARCEL 6 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

SCALE: 1" = 40'



ONE STORY
MANUFACTURED HOME
ON DIRT
WITH PLASTIC SKIRTING

GRAVEL DRIVE

333.33'

GRAVEL DRIVE

24.2' X 12.2'
METAL SHED
ON CONC
BLOCKS

TROY BRADSHAW
CALLED 24.234 AC.
DOC. NO. 2022085556

N22°23'02"W 211.11'

S68°10'11"W

333.32'

EXISTING PROPERTY LINE

WESS ARTHUR CASSENS JR. AND HELEN MARTHA CASSENS,
AS CO-TRUSTEES OF THE CASSENS CR 313 TRUST, UA
SECOND TRACT - CALLED 1.28 AC.
DOC. NO. 202005552

BLOCK B

38

BLOCK B

1/2"

WDF

LA

10'

20' W.W.E.

DOC. NO. 2020067209

28

WDF

LA

10'

20' W.W.E.

DOC. NO. 2020067209

25

26

27

28

WDF

LA

10'

20' W.W.E.

DOC. NO. 2020067209

28

WDF

LA

10'

20' W.W.E.

DOC. NO. 2020067209

25

26

27

28

WDF

LA

10'

20' W.W.E.

DOC. NO. 2020067209

25

26

27

28

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.384 ACRE (16,714 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 2.00 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO MELISSA M. DIXON AND HUSBAND, LOREN A. DIXON, RECORDED IN DOCUMENT NO. 2018089105 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

PROPERTY ADDRESS: 2409 CR 313, JARRELL, TX 76537

LEGEND

●	IRON ROD FOUND	— X — X —	WIRE FENCE (WF)
● LA	IRON ROD FOUND WITH CAP MARKED "LENZ & ASSOCIATES AUSTIN, TEXAS"	— \ \ — \ \ —	WOOD FENCE (WDF)
● YALGO	IRON ROD FOUND WITH CAP MARKED "YALGO RPLS 6200"	— OU —	OVERHEAD UTILITY LINE
● MAPLES	IRON ROD FOUND WITH CAP MARKED "MAPLES RPLS 5043"	— . . . — . . . —	EXISTING RIGHT-OF-WAY LINE
○	5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"	— - - - -	RIGHT-OF-WAY DEED LINE
■ EM	ELECTRIC METER	— - - - -	EASEMENT LINE
■ EBWP	ELECTRIC BOX WELL PUMP	— - - - -	ADJOINING BOUNDARY LINES
■ EB	ELECTRIC BOX	— - - - -	SUBDIVISION LOT LINES
● PP	POWER POLE	-----	MG METAL GATE
—	DOWN GUY		ROW RIGHT-OF-WAY
● WELL	WELL		P.O.B. POINT OF BEGINNING
■ WM	WATER METER		WCAD WILLIAMSON CENTRAL APPRAISAL DISTRICT
● WV	WATER VALVE		NOTE: ALL EASEMENTS LISTED BELOW AS SHOWN HEREON ARE AS SHOWN ON RECORD PLATS UNLESS NOTED WITH DOCUMENT NUMBER.
● WWMH	WASTEWATER MANHOLE		W.W.E. WASTEWATER EASEMENT
● 2PVC	2"PVC RISER		FE FENCE EASEMENT
■ FOC	FIBER OPTIC PULL BOX		

EASEMENT INFORMATION

(E5)	SONTERRA MUNICIPAL UTILITY DISTRICT WATER LINE EASEMENT CALLED 1.544 AC. DOC. NO. 2018005965
(E6)	CITY OF JARRELL, TEXAS WASTEWATER LINE EASEMENT CALLED 0.011 ACRE DOC. NO. 2019083394
(E7)	CITY OF JARRELL, TEXAS WASTEWATER LINE EASEMENT CALLED 0.186 ACRE DOC. NO. 2019083393

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N22°24'20"W	49.98'
L2	S22°23'02"E	50.31'
L3	S20°12'36"E	25.22'

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.384 ACRE (16,714 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 2.00 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO MELISSA M. DIXON AND HUSBAND, LOREN A. DIXON, RECORDED IN DOCUMENT NO. 2018089105 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

PROPERTY ADDRESS: 2409 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. GT2402429, 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.

10a. Easement dated October 14, 1972, granted by Frank J. Janosec to Jarrell-Schwerthner W.S.G., recorded in Volume 586, Page 270, Deed Records, Williamson County, Texas. The Subject Tract is a part of the 59 acre tract of land referenced in said document. Unable to determine the exact location of said easement, due to a vague description. Said instrument states: "The easement hereby granted shall not exceed 15' in width and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline is installed, the easement herein granted shall be limited to a strip of land 7.5' in width the center line thereof being the pipe line as installed.

10b. An Oil, Gas and Mineral Lease dated April 1, 1980, by and between Frank J. Janosec as Lessor, and M. L. McGinnis as Lessee, recorded in Volume 811, Page 616, Deed Records, Williamson County, Texas. Not a survey matter.

10c. Electric Utility Easement and Covenant of Access dated March 28, 1989, granted by Bennie A. Sladeczek and Lillie K. Sladeczek to Bartlett Electric Cooperative, Inc., recorded in Volume 1802, Page 751, Official Records, Williamson County, Texas. The Subject Tract is a part of the 59.20 acre tract of land referenced in said document. Unable to determine the exact location of said easement due to a vague description. Said instrument states: "The width of the easement shall be 60 feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities. The height of the easement shall be fifteen (15) feet beneath the surface of the ground to a height of 70 feet above the ground."

10d. Electric Utility Easement and Covenant of Access dated September 24, 2001, granted by Carol Daugherty to Bartlett Electric Cooperative, Inc., recorded under Document No. 2002073550, Official Public Records, Williamson County, Texas. The Subject Tract is a part of the property described in Volume 936, Page 923 as referenced in said instrument. Unable to determine the exact location of said easement due to a vague description. Said instrument states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance on 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 of 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. Utility Easement dated December 31, 2007, granted by Carol A. Daugherty to The City of Jarrell, Texas, recorded under Document No. 2008044263, Official Public Records, Williamson County, Texas. Not a part of the Subject Tract.

10f. DSSF Routine Maintenance Affidavit to the Public dated September 28, 2018, executed by Melissa Dixon, recorded under Document No. 2018095444, Official Public Records, Williamson County, Texas. Not a survey matter.

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.384 ACRE (16,714 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 2.00 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO MELISSA M. DIXON AND HUSBAND, LOREN A. DIXON, RECORDED IN DOCUMENT NO. 2018089105 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2409 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 6 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 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 **MELISSA MARIE DIXON**, 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 0.384-acre (16,714 square foot) tract in the G. Schneider Survey, Abstract No. 579, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 6**)

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:

MELISSA MARIE DIXON

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2024 by MELISSA MARIE DIXON 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:** 05/14/2024

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.
- v) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas

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

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/09/2024

Reviewed By

Becky Pruitt

Date

05/09/2024 10:48 AM

Started On: 05/08/2024 05:07 PM

Commissioners Court - Regular Session**35.****Meeting Date:** 05/14/2024

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 Skyfall
- b) Project Soul Train
- c) Project School Bus

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/09/2024

Reviewed By

Becky Pruitt

Date

05/09/2024 10:49 AM

Started On: 05/08/2024 05:08 PM