NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
June 18, 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 – 24)

3. Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Precinct 3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.004350	Printed Materials & Binding	$4,000.00
To	0100.0453.004141	Interpreters	$4,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	100.0509.003011	Computer Software	$420.00
From	100.0509.003105	Paper Supplies	$10,000.00
From	100.0509.003311	Uniforms	$3,000.00
From	100.0509.004500	Maintenance Services	$50,000.00
From	100.0509.004962	Janitorial Contract Services	$20,000.00

To	100.0509.004510	Facility Maint and Repair	$71,420.00
To	100.0509.003318	Janitorial Supplies	$5,000.00
To	100.0509.003102	Safety Supplies	$7,000.00

5. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 through 06/06/2024 for the Williamson County Tax Assessor/Collector.

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

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

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

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

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

11. Discuss, consider, and take appropriate action on a User Agreement to Purchase Driver Records or Driver Record Monitoring Services between Williamson County and the Department of Public Safety for the State of Texas; and rescind action taken on Item #14 of the January 30, 2024 Williamson County Commissioners Court Session that approved a prior version of a User Agreement to Purchase Driver Records or Driver Record Monitoring Services between Williamson County and the Department of Public Safety for the State of Texas.

12. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Santa Rita Ranch AQ/Toll Brothers for off duty contracting of County Sheriff Deputies to be effective June 18, 2024. (Traffic control & security in Santa Rita Ranch community)

13. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Jail Inmate Medical Services for the County Jail, under #24RSFQ61

14. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Jail Inmate Psychological Services for the County Jail, under #24RSFQ62.

15. Discuss, consider, and take appropriate action on approving purchase between Williamson County and GTS Technology Services for CRADLEPOINT INC for a total amount of $52,333.60 pursuant to DIR contract #DIR-CPO-4751.

16. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 for Design or Engineer Services for Minor County Building Projects to the recommended firms, as a pool, herein for a period of two (2) years on an as-needed basis.

17. Discuss, consider, and take appropriate action on formally closing out and not awarding #24IFB001 Portland Cement, due to no responses received and approve the quote for Ash Grove Cement with the attached unit pricing.

18. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated March 19, 2024 for Land Surveying Services. This supplemental is to increase the maximum amount payable to $50,000.00. Funding source: 01.0200.0210.004150.

19. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $25,000.00 to expire on July 31, 2026 under Williamson County Contract for Surveying Services between Walker Texas Surveyors and Williamson County dated March 19, 2024 for On Call Land Surveying Services. Funding source: 01.0200.0210.004150.

20. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between WSB & Associates, Inc. dba WSB Engineers and Surveyors, Inc. and Williamson County dated March 9, 2021 for CR 201 From CR 200 to Umbrella Sky. Funding source: P499.

21. Discuss, consider and take appropriate action on proposed landfill tipping fee rate increases.

22. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire July 31, 2026 under Williamson County Contract for Surveying Services between Surveying And Mapping, LLC and Williamson County dated March 19, 2024 for On Call Land Surveying Services. Funding source: 01.0200.0210.004150.

23. Discuss, consider and take appropriate action on approval of the preliminary plat for the RCG 48 subdivision – Precinct 4.

24. Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Williamson County MUD No. 50.

REGULAR AGENDA

25. Discuss, consider, and take appropriate action on a proclamation designating June 2024 as Elder Abuse Awareness Month in Williamson County.

26. Discuss, consider, and take action on recognizing Williamson County as a Gold recipient of the Bell Seal for Workplace Mental Health.

27. Discuss, consider and take appropriate action on a policy exception for position changes to the PreTrial Manager.1713 position within Department 591 PreTrial Services.

28. Discuss and take appropriate action on Emergency Shelter Grant (ESG) funding and HOME Investment Partnerships Program (HOME) funding from the Department of Housing and Urban Development.

29. Discuss, consider, and take appropriate action on exemption to policy for position salary change for Juvenile Services.

30. Discuss, consider, and take appropriate action on submission of a Bureau of Justice Assistance (BJA) grant application for the BJA FY24 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program (COSSUP) grant with an application deadline of July 1, 2024.

31. Discuss, consider and take appropriate action on setting the off-duty government and non-governmental vehicle reimbursement rates at the calculated usage rate of $14 per hour, to be effective October 1, 2024.

32. Discuss, consider and take appropriate action to approve a budget of $480,000 from American Rescue Plan Act Interest Funding for 501P Wilco Bldg Fire Line.

33. 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 Fleet Maintenance Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0882.0000.341205	Fleet Maintenance Fees	$124,000.00

34. 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 Fleet Maintenance Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0882.0882.003524	Sublets	$124,000.00

35. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment to acknowledge additional revenues for the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$16,768.46

36. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment to acknowledge additional expenditures for the Facilities Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0509.004962	Janitorial Contract Svcs	$280.00
	0100.0509.004510	Facility Repairs	$16,488.46

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200.0210.000777	Capital Projects - P546 CR 255	$2,200,000.00
To	0200.0210.003599	Road Construction/Maintenance	$2,200,000.00

38. Discuss, consider, and take appropriate action on the disposal of county assets through trade-in (quote attached) pursuant to Tex. Local Gov't Code 263.152(2) and the purchase of eight (8) Ambulances - Wheeled Coach Ford F450 Type1 from Siddons Martin Emergency Group, LLC in the amount of $2,464,510.00 through the purchasing Co-Operative HGAC contract #AM10-23 (EMS) and authorizing the execution of the purchase contract.

39. Discuss, consider, and take appropriate action on approving the software service agreement #2024210 between Williamson County and Tyler Technologies, Inc. for the CloudGavel's eWarrent Solutions software for a total amount of $5,000.00, pursuant to Sourcewell contract #090320-TTI.

40. Discuss, consider and take appropriate action on allocating to Hendrix Consulting Engineers a deduction arising from its creation of technical specifications for the installation of energy efficient commercial building property as part of the Williamson County Childrens Advocacy Center, which resulted in reduced energy consumption [Per IRC §179D(d)(4)].

41. Receive the June 2024 Construction Summary Report and PowerPoint Presentation.

42. Discuss, consider and take appropriate action on a Traffic Control Improvements Agreement and Memorandum with K29 1941 Investments, LP, and Highway 29 Commercial, LLC.

43. Discuss, consider and take appropriate action on a Development Agreement with Hutto 525 Development Partners for improvements to CR 133.

44. Discuss, consider, and take appropriate action regarding Change Order No. 8 in the amount of ($100,119.66) for Project 22IFB57 CR 401 Reconstruction (James Construction Group) P: 390 Funding Source: Road Bond.

45. Discuss, consider, and take appropriate action regarding Change Order No. 13 in the amount of $15,975.61 for Project 22IFB39 CR 111 Westinghouse Road (Capital Excavation) P: 292 Funding Source: Road Bond.

46. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $21,500.00 for Project 24IFB15 Liberty Hill Bypass (Chasco Constructors) P: 346 Funding Source: Road Bond.

47. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of ($470,934.99) for Project 22IFB126 Future County Road (CR 404 to FM 973) (Chasco Constructors) P: 619a Funding Source: Road Bond.

48. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of ($245,181.11) for Project 23IFB34 CR 307 Reconstruction (Joe Bland Construction) P: 394 Funding Source: Road Bond.

49. Discuss, consider, and take appropriate action regarding Change Order No. 9 in the amount of ($151,545.26) for Project 22IFB57 CR 401 Reconstruction (James Construction Group) P: 390 Funding Source: Road Bond.

50. Discuss, consider and take appropriate action on a Letter Agreement with Usman Azam for a 0.0459 acre Bartlett Electric Utility Easement for the County Road 314 project, parcel 10. Funding Source: Road Bond (P364)

51. Discuss, consider and take appropriate action on a Consent to Evaluate and Investigate and Survey Permit (Right of entry) with John Kitsmiller and Renee Kitsmiller for survey purposes needed on Corridor A2. (PARCEL 27) Funding Source: TANS P588

52. Discuss, consider and take appropriate action on an Advance Funding Agreement for Surface Transportation Block Grant (STBG) Program and Community Project Funding/Congressionally Directed Spending Program Off System with the State of Texas for the Hero Way project Phase 1A. Funding Source: TANS P588

53. Discuss, consider and take appropriate action on a fixed move relocation claim with Mark Bjork and Heidi Bjork as a result of a right of way acquisition for the Hero Way project (Parcel 335). Funding Source: TANS P588

54. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (Lot 1 of Teichelman Acres and 2.69 acres out of the Jacob Ebberly survey) required for the construction of Corridor A-2. (2600 Bluebonnets LLC) Funding Source: TANS P588

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

55. 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 the 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 CR 143
c) Discuss the acquisition of real property for County Facilities.
d) Discuss the acquisition of real property for CR 255.
e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
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 E. Wilco Highway.
i) Discuss the acquisition of right-of-way for Corridor A.
j) Discuss the acquisition of right-of-way for Corridor B
k) Discuss the acquisition of right-of-way for Corridor C.
l) Discuss the acquisition of right-of-way for Corridor D.
m) Discuss the acquisition of right-of-way for Corridor E.
n) Discuss the acquisition of right-of-way for Corridor F
o) Discuss the acquisition of right-of-way for Corridor H
p) Discuss the acquisition of right of way for Corridor J.
q) Discuss the acquisition of right of way for Corridor K.
r) Discuss the acquisition of right of way for Corridor I.
s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
t) Discuss the acquisition of right-of-way for CR 313.
u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
v) Discuss the acquisition of right of way for CR 314.
w) Discuss the acquisition of real property for the Seward Junction Loop
x) Discuss the acquisition of real property for CR 110N
y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas
z) Discuss the acquisition of real property for the Long Range Transportation Plan.

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

56. 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

57. 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. Adrianne 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.

58. 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).

59. 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).

60. 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)

61. Discuss and take appropriate action concerning economic development.

62. Discuss and take appropriate action concerning real estate.

63. 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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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
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5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
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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. Adrianne 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

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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.

64. 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.

65. Comments from Commissioners.

66. 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 14th day of June 2024 at 2:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 06/18/2024

Line Item Transfer

Submitted For: Evelyn McLean **Submitted By:** Cherie Vasquez, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Precinct 3.

Background

The office of JP3 is requesting a line item transfer from 0100.0453.004350 (Printed Materials & Binding) to 0100.0453.004141 (Interpreters) in the amount of $4000.00 to fund interpreter services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.004350	Printed Materials & Binding	$4,000.00
To	0100.0453.004141	Interpreters	$4,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/11/2024 12:03 PM
Budget Office	Saira Hernandez	06/12/2024 07:32 AM
Form Started By: Cherie Vasquez		Started On: 06/10/2024 04:18 PM
Final Approval Date: 06/12/2024		

Commissioners Court - Regular Session **4.**

Meeting Date: 06/18/2024

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Leah Liesmann, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the remainder of the FY for Safety Supplies, Janitorial Supplies, and Facility Maintenance and Repair.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	100.0509.003011	Computer Software	$420.00
From	100.0509.003105	Paper Supplies	$10,000.00
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From	100.0509.004962	Janitorial Contract Services	$20,000.00
To	100.0509.004510	Facility Maint and Repair	$71,420.00
To	100.0509.003318	Janitorial Supplies	$5,000.00
To	100.0509.003102	Safety Supplies	$7,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 10:10 AM
Budget Office	Saira Hernandez	06/13/2024 11:06 AM
Form Started By: Leah Liesmann		Started On: 06/13/2024 09:14 AM
Final Approval Date: 06/13/2024		

Commissioners Court - Regular Session **5.**

Meeting Date: 06/18/2024

Property Tax Refunds – Over 2500 – Thru 06/06/2024

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 through 06/06/2024 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

041224-060624 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 08:39 AM
Form Started By: Renee Clark		Started On: 06/12/2024 11:02 AM
Final Approval Date: 06/13/2024		

MISSION STATEMENT

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

Larry Gaddes PCAC, CTA
Tax Assessor/Collector

Date: June 6, 2024

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

Property Tax
Account QuickReport
As of June 6, 2024

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	05/31/2024	105834	CORELOGIC TAX SERVICES, LLC	R465455 - Overpayment	-9,713.33
Check	05/31/2024	105835	CORELOGIC	R567769 - Overpayment	-6,270.48
Total Refunds Payable - Taxpayers					-15,983.81
TOTAL					**-15,983.81**

Commissioners Court - Regular Session **6.**

Meeting Date: 06/18/2024

Property Tax Collections – May 2024

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

050124-053124 GWI-RFM

050124-053124 GWI-RFM graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 11:21 AM
Form Started By: Renee Clark		Started On: 06/13/2024 11:11 AM
Final Approval Date: 06/13/2024		

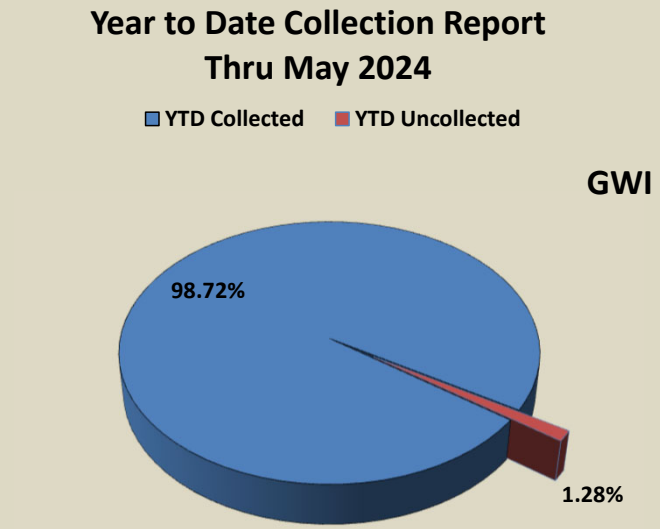
YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
May 31, 2024

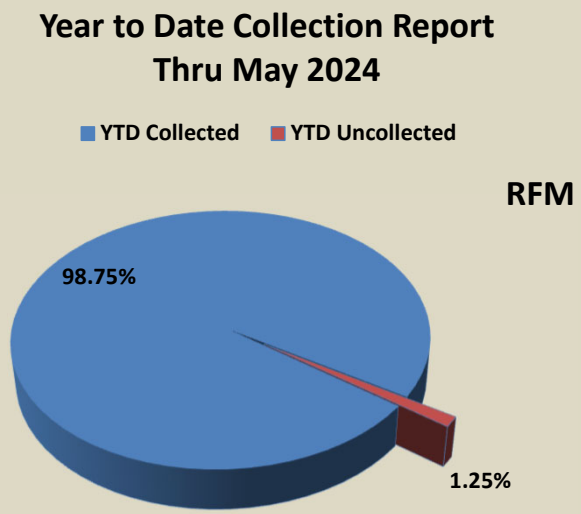
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2023	$403,525,495.47	($1,708,369.23)	$401,817,126.24	$1,368,898.47	$87,021.25	$452.72	$5,160,688.53	$396,656,437.71	98.72%	98.88%	98.93%
2022 & Prior	$3,194,048.95	($1,688,497.12)	$1,505,551.83	($95,501.39)	$13,155.96	$3,083.57	$2,216,339.39	($710,787.56)	-47.21%	-33.51%	
Rollbacks	$181,596.33	$979,704.67	$1,161,301.00	$28,947.14	$60.52	$0.00	$468,818.36	$692,482.64	59.63%	60.16%	
Total All	$406,901,140.75	($2,417,161.68)	$404,483,979.07	$1,302,344.22	$100,237.73	$3,536.29	$7,845,846.28	$396,638,132.79	98.06%	98.28%	

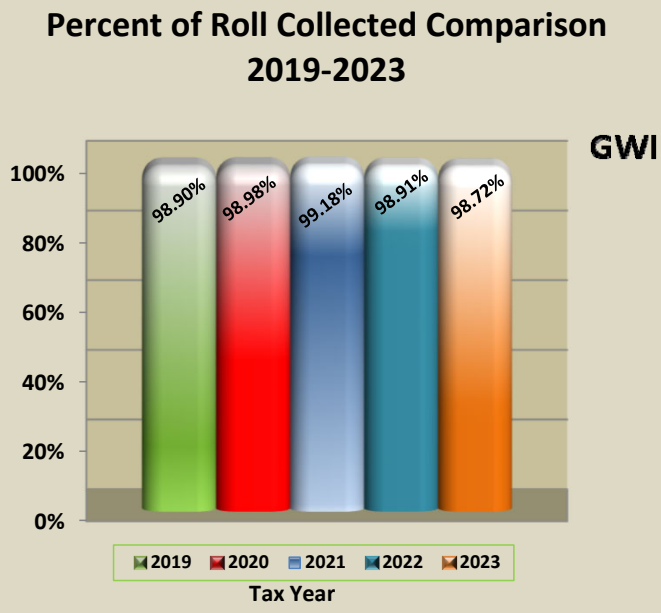
Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2023	$54,524,654.28	($172,969.72)	$54,351,684.56	$181,082.40	$11,721.93	$60.05	$680,303.48	$53,671,381.08	98.75%	98.91%	98.97%
2022 & Prior	$323,679.16	($164,359.33)	$159,319.83	($7,941.03)	$1,223.71	$322.21	$219,617.00	($60,297.17)	-37.85%	-24.60%	
Rollbacks	$18,172.81	$98,709.03	$116,881.84	$2,807.24	$6.45	$0.00	$47,816.84	$69,065.00	59.09%	59.62%	
Total All	$54,866,506.25	($238,620.02)	$54,627,886.23	$175,948.61	$12,952.09	$382.26	$947,737.32	$53,680,148.91	98.27%	98.47%	

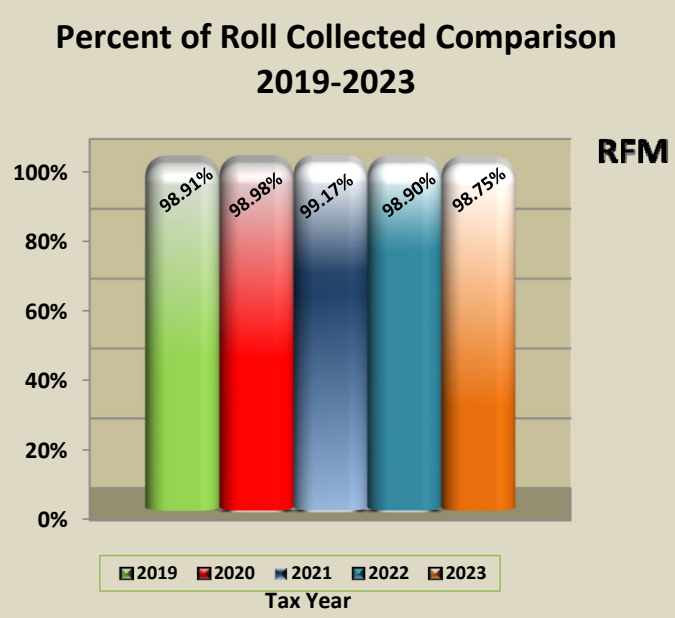
2023 COMBINED MONTHLY BREAKDOWN

Oct-23	$461,767,647.00	$241,640.03	$462,009,287.03	$6,172,280.07	$62,789.21	$870.55	$455,836,136.41	$6,173,150.62
Nov-23	$462,009,287.03	($446,296.74)	$461,562,990.29	$19,998,907.39	$29,954.25	$3,454.10	$435,387,478.18	$26,175,512.11
Dec-23	$461,562,990.29	($748,752.80)	$460,814,237.49	$237,059,106.00	$31,084.46	$230.69	$197,579,388.69	$263,234,848.80
Jan-24	$460,814,237.49	($429,437.96)	$460,384,799.53	$173,462,601.19	$25,578.31	$2,223.81	$23,685,125.73	$436,699,673.80
Feb-24	$460,384,799.53	($358,815.82)	$460,025,983.71	$8,303,827.40	$363,668.65	($169,533.86)	$15,192,016.37	$444,833,967.34
Mar-24	$460,025,983.71	($552,782.67)	$459,473,201.04	$2,994,744.09	$214,641.45	$60.69	$11,644,428.92	$447,828,772.12
Apr-24	$459,473,201.04	($375,577.90)	$459,097,623.14	$1,004,585.18	$155,474.02	$2,713.02	$10,261,552.82	$448,836,070.32
May-24	$459,097,623.14	$14,242.16	$459,111,865.30	$1,478,292.83	$113,189.82	$3,918.55	$8,793,583.60	$450,318,281.70


Year to Date Collection Report
Thru May 2024
YTD Collected
YTD Uncollected
GWI
98.72%
1.28%


Year to Date Collection Report
Thru May 2024
YTD Collected
YTD Uncollected
RFM
98.75%
1.25%


Percent of Roll Collected Comparison
2019-2023
GWI
100%
80%
60%
40%
20%
0%
98.90%
98.98%
99.18%
98.91%
98.72%
2019
2020
2021
2022
2023
Tax Year


Percent of Roll Collected Comparison
2019-2023
RFM
100%
80%
60%
40%
20%
0%
98.91%
98.98%
99.17%
98.90%
98.75%
2019
2020
2021
2022
2023
Tax Year

Commissioners Court - Regular Session **7.**

Meeting Date: 06/18/2024

County Attorney April 2024 Monthly Report

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

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

April report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/11/2024 02:01 PM
Form Started By: Stephanie Lloyd		Started On: 06/11/2024 12:47 PM
Final Approval Date: 06/11/2024		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 11th day of June, 2024, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

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

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	02-Apr-2024	34198	REC# 2023-4238	$ 60.00
			05-Apr-2024	34213	2023-0999	$ 60.00
			09-Apr-2024	34219	2023-1191	$ 60.00
					2023-1963	$ 500.00
					2023-3190	$ 60.00
					2023-4498	$ 238.05
			12-Apr-2024	34243	# 2022-4456	$ 60.00
			17-Apr-2024	34253	REC# 2023-5365	$ 265.93
			19-Apr-2024	34262	2023-3583	$ 120.36
			24-Apr-2024	34279	REC# 2023-0012	$ 60.00
			26-Apr-2024	34296	REC# 2023-1851	$ 60.00
207015 Total						**$ 1,544.34**
341300	0406	CO ATTY HC FEES	10-Apr-2024	34226	HOT CHECK FEES - MARCH 2024	$ 30.00
341300 Total						**$ 30.00**
351000	0364	CO ATTY INTERVENTION	01-Apr-2024	34192	REC# 2023-1191; 2023-1610; 2023-2777; 2023-3308; 2023-3899	$ 2,360.00
			03-Apr-2024	34203	2023-0182, 2023-0999, 2023-2166, 2023-2205, 2023-2665, 2023-4238	$ 2,580.00
			11-Apr-2024	34240	REC# 2023-1508; 2023-2679; 2023-3190; 2023-3737	$ 1,720.00
			15-Apr-2024	34247	REC# 2022-4456 & 2023-1710	$ 1,000.00
			18-Apr-2024	34256	#2023-2759	$ 500.00
			22-Apr-2024	34268	REC# 2023-0012; 2023-0012; 2023-1467	$ 1,000.00
			25-Apr-2024	34285	REC# 2023-1154; 2023-1855; 2023-3047	$ 1,500.00
			26-Apr-2024	34296	REC# 2022-4974; 2023-0236; 2023-1634; 2023-1851; 2023-1993	$ 2,220.00
			30-Apr-2024	34312	REC# 2023-1606; 2023-2697; 2023-2698	$ 1,220.00
		CO ATTY INTERVENTION 1	09-Apr-2024	34219	REC# 2022-4254; 2023-0621; 2023-0778; 2023-1298; 2023-2682; 2023-3028	$ 3,000.00
		CO ATTY INTERVENTION 2	09-Apr-2024	34219	REC# 2021-4189; 2022-2925	$ 1,000.00
351000 Total						**$ 18,100.00**
352200	0100	CO ATTY	16-Apr-2024	34250	REC# 23-1269-CC2	$ 1,600.00
			18-Apr-2024	34256	#22-0504-CC2	$ 2,800.00
					#22-0647-CC2	$ 1,200.00
					#22-0684-CC2	$ 1,600.00
					#22-0685-CC2	$ 800.00
					#22-0688-CC2	$ 800.00
					#22-0822-CC2	$ 1,500.00
					#23-1220-CC2	$ 1,600.00
					23-1301-CC2	$ 6,000.00
			29-Apr-2024	34306	# 23-1300-CC2	$ 1,200.00
					#22-0411-CC3	$ 2,800.00
					#22-0412-CC3	$ 1,600.00
					#22-0414-CC3	$ 4,000.00

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
		CO ATTY 2	10-Apr-2024	34226	CK# 1403 CAUSE #23-1270-CC2	$ 1,200.00
352200 Total						**$ 28,700.00**
Grand Total						**$ 48,374.34**

April 2024 Criminal Restitution

Date	Payor	Amount	Case #	Deposit Date
4/1/2024	Ginger Gayle Akingbolagun	$ 60.00	2023-4238	4/2/2024
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
4/2/2024	Christopher Carrillo	$ 60.00	2023-0999	4/4/2024
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
4/4/2024	Jared Christian Trinidad	$ 60.00	2023-1191	4/9/2024
4/5/2024	Algufredy Aviles	$ 500.00	2023-1963	4/9/2024
4/4/2024	John Patrick McGuire, I	$ 60.00	2023-3190	4/9/2024
4/8/2024	Kevin Lee Eyster	$ 238.05	2023-4498	4/9/2024
		$ 858.05		
Date	Payor	Amount	Case #	Deposit Date
4/10/2024	Daren Michael Thames	$ 60.00	2022-4456	4/11/2024
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
4/11/2024	Benjamine Allen Beasley	$ 265.93	2023-5365	4/16/2024
		$ 265.93		
Date	Payor	Amount	Case #	Deposit Date
4/17/2024	Amber Eve Rice	$ 120.36	2023-3583	4/18/2024
		$ 120.36		
Date	Payor	Amount	Case #	Deposit Date
4/18/2024	Gurinder Singh	$ 60.00	2023-0012	4/18/2024
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
4/24/2024	James Stephen Powell	$ 60.00	2023-1851	4/25/2024
		$ 60.00		

Collection Date Range: **03/01/2024 - 03/31/2024** **Ignore Tender Holds: No** **Final Copy**

County Attorney **County Attorney Bank**

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	30.00	0.00	0.00	0.00	30.00

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	30.00	0.00	0.00	0.00	30.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
24-00009	Quarshie, Rudrick (PID #: 1982766)	CHKFEE	30.00	0.00	0.00	0.00	30.00
Totals:			**30.00**	**0.00**	**0.00**	**0.00**	**30.00**

PTI Fees April 2024

date	payor	amount	control #	deposit date
3/27/2024	Jared Christia Trinidad	$ 500.00	2023-1191	4/1/2024
3/27/2024	Paige Leighann Giffin	$ 500.00	2023-1610	4/1/2024
3/27/2024	Danny Stefek	$ 500.00	2023-2777	4/1/2024
3/27/2024	Andres Diaz Martinez	$ 360.00	2023-3308	4/1/2024
3/29/2024	Brandon Tomas Gallegos	$ 500.00	2023-3899	4/1/2024
		$ 2,360.00		
date	**payor**	**amount**	**control #**	**deposit date**
4/2/2024	Joshua Michael Rutkowski	$ 500.00	2023-0182	4/3/2024
4/2/2024	Christopher Carrillo	$ 360.00	2023-0999	4/3/2024
4/2/2024	Stephanie Marie Williams	$ 500.00	2023-2166	4/3/2024
4/1/2024	Matthew Dougan Jones	$ 360.00	2023-2205	4/3/2024
4/2/2024	Aide Morin Tapia	$ 500.00	2023-2665	4/3/2024
4/1/2024	Ginger Gayle Akingbolagun	$ 360.00	2023-4238	4/3/2024
		$ 2,580.00		
date	**payor**	**amount**	**control #**	**deposit date**
4/4/2024	Tiffany Gould	$ 500.00	2022-4254	4/5/2024
4/4/2024	Kenneth Williams	$ 500.00	2023-0621	4/5/2024
4/4/2024	Yasmyne Marie A'lexus Fisher	$ 500.00	2023-0778	4/5/2024
4/3/2024	Kaylee Hiroko Jones	$ 500.00	2023-1298	4/5/2024
4/4/2024	Gerald George Gamez	$ 500.00	2023-2682	4/5/2024
4/4/2024	Gerardo Ramirez	$ 500.00	2023-3028	4/5/2024
		$ 3,000.00		
date	**payor**	**amount**	**control #**	**deposit date**
4/5/2024	Benito Hernandez	$ 500.00	2021-4189	4/8/2024
4/5/2024	Raymond R Herrera	$ 500.00	2022-2925	4/8/2024
		$ 1,000.00		
date	**payor**	**amount**	**control #**	**deposit date**

4/8/2024	Kyler Ballard	$ 500.00	2023-1508	4/10/2024
4/9/2024	Vignesh Viswanathan	$ 360.00	2023-2679	4/10/2024
4/8/2024	John Patrick McGuire I	$ 360.00	2023-3190	4/10/2024
4/9/2024	Susan Lillian Adams	$ 500.00	2023-3737	4/10/2024
		$ 1,720.00		
date	**payor**	**amount**	**control #**	**deposit date**
4/10/2024	Daren Michael Thames	$ 500.00	2022-4456	4/12/2024
4/11/2024	Richard Bartlett	$ 500.00	2023-1710	4/12/2024
		$ 1,000.00		
date	**payor**	**amount**	**control #**	**deposit date**
4/15/2024	Christina Francis Carrola	$ 500.00	2023-2759	4/17/2024
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
4/18/2024	Gurinder Singh	$ 360.00	2023-0012	4/19/2024
4/18/2024	Gurinder Singh	$ 500.00	2023-0012	4/19/2024
4/17/2024	Christina Evelyn Stashi	$ 500.00	2023-1467	4/19/2024
		$ 1,360.00		
date	**payor**	**amount**	**control #**	**deposit date**
4/19/2024	Gurinder Singh	$ (360.00)	2023-0012	4/22/2024
		$ (360.00)		
date	**payor**	**amount**	**control #**	**deposit date**
4/22/2024	Jake Arnold Radke	$ 500.00	2023-1154	4/24/2024
4/22/2024	Carole Annette Rinehart	$ 500.00	2023-1855	4/24/2024
4/23/2024	Desirie Contreras	$ 500.00	2023-3047	4/24/2024
		$ 1,500.00		
date	**payor**	**amount**	**control #**	**deposit date**
4/25/2024	Edgar Alexander Giles	$ 500.00	2022-4974	4/26/2024
4/24/2024	Henry Richard Head, III	$ 500.00	2023-0236	4/26/2024

4/24/2024	Jared Matthew Irvine	$ 500.00	2023-1634	4/26/2024
4/24/2024	James Stephen Powell	$ 360.00	2023-1851	4/26/2024
4/24/2024	Michael Martinez Camaho	$ 360.00	2023-1993	4/26/2024
		$ 2,220.00		
date	**payor**	**amount**	**control #**	**deposit date**
4/26/2024	Colby Dean McCuiston	$ 360.00	2023-1606	4/29/2024
4/26/2024	Liam Rodrigo Vela	$ 500.00	2023-2697	4/29/2024
4/26/2024	Roberto Jose Vela	$ 360.00	2023-2698	4/29/2024
		$ 1,220.00		

Commissioners Court - Regular Session **8.**

Meeting Date: 06/18/2024

County Attorney May 2024 Monthly Report

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

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

May report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/11/2024 02:02 PM
Form Started By: Stephanie Lloyd		Started On: 06/11/2024 12:49 PM
Final Approval Date: 06/11/2024		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 11th day of June, 2024, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

STEPHANIE J. LLOYD
My Notary ID # 134027569
Expires October 21, 2026

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	16-May-2024	34380	2023-1962, 2023-2559, 2024-0253	$ 1,228.08
			22-May-2024	34401	2023-1588, 2023-3438	$ 628.31
		CO ATTY 1	30-May-2024	34430	2022-2794, 2023-0512, 2023-2022, 2023-2906	$ 1,084.00
		CO ATTY 2	02-May-2024	34329	REC# 2023-3001	$ 1,504.65
					REC# 2024-0278	$ 500.00
			30-May-2024	34430	2023-4512	$ 194.55
207015 Total						**$ 5,139.59**
351000	0364	CO ATTY INTERVENTION	09-May-2024	34355	REC# 2022-2929	$ 500.00
			16-May-2024	34380	2023-3208	$ 360.00
			22-May-2024	34401	2024-2794	$ 360.00
			29-May-2024	34427	2023-0512, 2023-1874, 2023-1957, 2023-2174	$ 1,720.00
			31-May-2024	34437	2022-3959, 2023-1107	$ 1,000.00
		CO ATTY INTERVENTION 1	21-May-2024	34397	2022-4659, 2022-4769, 2023-2346, 2023-2819, 2023-3438, 2023-4305	$ 2,860.00
		CO ATTY INTERVENTION 2	21-May-2024	34397	2022-3932	$ 500.00
351000 Total						**$ 7,300.00**
352200	0100	CO ATTY	21-May-2024	34397	CK 1130 CAUSE 22-0554-CCC3 CASA CHASITY HALL	$ 2,400.00
			23-May-2024	34409	CAUSE #22-0626-CC3; 23-1567-CC3; 22-0491-CC3; 22-0596-CC3; 22-0499-CC3	$ 5,200.00
		CO ATTY 1	02-May-2024	34329	REC# 23-1222-CC2	$ 1,000.00
		CO ATTY 2	14-May-2024	34369	CK# 40832 CAUSE #22-0673-CC2 JORDAN ONEIL HALL	$ 350.00
					CK#40833 CAUSE #22-0505-CC2 JIMMY NICHOLS LOPEZ	$ 8,000.00
352200 Total						**$ 16,950.00**
370500	0100	CO ATTY	07-May-2024	34345	#2024-375-PIA	$ 870.00
					#2024-385-PIA	$ 562.00
		CO ATTY 1	14-May-2024	34369	REIMB DUTY TAX FEES	$ 29.37
370500 Total						**$ 1,461.37**
Grand Total						**$ 30,850.96**

May 2024 Criminal Restitution

Date	Payor	Amount	Case #	Deposit Date
4/29/2024	Matthew David McCarty	$ 1,504.65	2023-3001	4/30/2024
4/26/2024	Jose Linarez Aguilar	$ 500.00	2024-0278	4/30/2024
		$ 2,004.65		
Date	Payor	Amount	Case #	Deposit Date
5/10/2024	Jesse T Jones	$ 766.82	2023-1962	5/14/2024
5/9/2024	Mark A Morris	$ 234.27	2023-2559	5/14/2024
5/9/2024	Mark A Morris	$ 226.99	2024-0253	5/14/2024
		$ 1,228.08		
Date	Payor	Amount	Case #	Deposit Date
5/16/2024	Joshua John Aguirre	$ 568.31	2023-1588	5/21/2024
5/16/2024	Nataliya Mazur	$ 60.00	2023-3438	5/21/2024
		$ 628.31		
Date	Payor	Amount	Case #	Deposit Date
5/27/2024	Efrain Ajucum	$ 60.00	2022-2794	5/28/2024
5/23/2024	Nicole Taylor	$ 60.00	2023-0512	5/28/2024
5/24/2024	Charles Chargois	$ 464.00	2023-2022	5/28/2024
5/23/2024	Mickey Simon	$ 500.00	2023-2906	5/28/2024
		$ 1,084.00		
Date	Payor	Amount	Case #	Deposit Date
5/28/2024	John William Karol	$ 194.55	2023-4512	5/30/2024
		$ 194.55		

May 2024 PTI Fees

date	payor	amount	control #	deposit date
5/6/2024	Sergio Daniel Hernandez-Cardona	$ 500.00	2022-2929	5/8/2024
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
5/14/2024	Londa Renee Dennings	$ 360.00	2023-3208	5/15/2024
		$ 360.00		
date	**payor**	**amount**	**control #**	**deposit date**
5/16/2024	Savaunique Lyvtte Williams	$ 500.00	2022-4659	5/17/2024
5/16/2024	Justin Patrick Duarte	$ 360.00	2022-4769	5/17/2024
5/16/2024	Josue Felix Alvarado	$ 500.00	2023-2346	5/17/2024
5/16/2024	Christipher Daniel Posada	$ 500.00	2023-2819	5/17/2024
5/16/2024	Nataliya Mazur	$ 500.00	2023-3438	5/17/2024
5/16/2024	Sebastion Gordillo	$ 500.00	2023-4305	5/17/2024
		$ 2,860.00		
date	**payor**	**amount**	**control #**	**deposit date**
5/17/2024	Alfonso Zepeda Jr	$ 500.00	2022-3932	5/20/2024
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
5/20/2024	Efrain Ajucum	$ 360.00	2022-2794	5/22/2024
		$ 360.00		
date	**payor**	**amount**	**control #**	**deposit date**
5/23/2024	Nicole Taylor	$ 500.00	2023-0512	5/24/2024
5/22/2024	Joseph Ryan Fontenette Mitchell	$ 360.00	2023-1874	5/24/2024
5/23/2024	Kayla Ann Kusik	$ 500.00	2023-1957	5/24/2024
5/22/2024	David Dimella	$ 360.00	2023-2174	5/24/2024
		$ 1,720.00		
date	**payor**	**amount**	**control #**	**deposit date**
5/24/2024	Humberto Lopez Compean	$ 500.00	2022-3959	5/29/2024
5/24/2024	Eric I Torres	$ 500.00	2023-1107	5/29/2024
		$ 1,000.00		

May 2024 PIA Fees

date	payor	amount	PIA #	deposit date
5/3/2024	Mayer Consulting	$ 870.00	2024-375-PIA	5/7/2024
5/3/2024	Mayer Consulting	$ 562.00	2024-385-PIA	5/7/2024

Commissioners Court - Regular Session **9.**

Meeting Date: 06/18/2024

JP1 EOM MAY 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, May 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP1 EOM MAY 2024

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/11/2024 12:01 PM
Form Started By: Misty Lamb		Started On: 06/07/2024 03:06 PM
Final Approval Date: 06/11/2024		

IN COMPLIANCE WITH ARTICLE 103

CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared 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 May 2024

DETAILED REPORT IS AVAILABLE THROUGH THE AUDITOR'S OFFICE.

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 11th day of June 2024 to certify which witness my hand and seal of office.

MISTY LAMB
My Notary ID # 128210087
Expires May 5, 2026

NOTARY PUBLIC
In and for the State of Texas

Payment Report - G/L and Fund Summary

Transaction Date: **05/01/2024 - 05/31/2024** 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		
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	55.00
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	9,646.05
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	24,790.00
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	175.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-1-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	10.00
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	89.04
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	11,852.80
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	1,026.00
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	1,213.30
	0100 - General Fund Total:	**48,857.19**
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	3.00
	0360 - Courthouse Security Fund Total:	**3.00**
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	1.00
	0361 - JP Security Fund Total:	**1.00**
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	125.00
	0365 - Child Safety Fund Total:	**125.00**
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	1,710.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,710.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	4.00
	0372 - Justice Court Technology Fund Total:	**4.00**

Payment Report - G/L and Fund Summary

Transaction Date: **05/01/2024 - 05/31/2024** Case Categories: **Criminal; Civil**
Locations: **JP1** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
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)	50.00
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	5.00
	0373 - JP-1 Truancy Program Fund Total:	**55.00**
0399 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	2.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	40.00
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)	4,683.90
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	1,029.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	4.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	6.00
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	62.62
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
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	2,647.59
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	2.00
01-0399-0000-208720 - SEATBELT FINES	L-004-1-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	73.50
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	257.50
	0399 - State Agency Fund Total:	**8,808.21**
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	500.00
	JP BOND Total:	**500.00**
	Fee Totals for All Funds:	**60,063.40**

Payment Report - Fee Code Summary

Transaction Date: **05/01/2024 - 05/31/2024** 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)	25.00	5	0.00	0	0.00	0	25.00	5
2020AFC3	Arrest Fee - Constable 3 CCP 102.011(a)(e), 102.011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	62.62	14	0.00	0	0.00	0	62.62	14
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	330.11	74	0.00	0	0.00	0	330.11	74
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	4,683.90	85	0.00	0	0.00	0	4,683.90	85
2020CDF	Compliance Dismissal Fine	160.00	16	0.00	0	0.00	0	160.00	16
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	120.00	12	0.00	0	0.00	0	120.00	12
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,213.30	97	0.00	0	0.00	0	1,213.30	97
2020LTF	Local Traffic Fine (TC 542.403)	158.85	55	0.00	0	0.00	0	158.85	55
2020STF	State Traffic Fine (TC 542.4031)	2,647.59	55	0.00	0	0.00	0	2,647.59	55
2020TPF	Time Payment Fee CCP 102.030	89.04	12	0.00	0	0.00	0	89.04	12
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)	50.00	1	0.00	0	0.00	0	50.00	1
AFACC	Arrest Fee - Austin Community College	0.59	1	0.00	0	0.00	0	0.59	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	500.00	1	0.00	0	0.00	0	500.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	40.00	1	0.00	0	0.00	0	40.00	1
CCOP	Civil Copies	6.00	5	0.00	0	0.00	0	6.00	5
CERT	Certified Copy	15.00	7	0.00	0	0.00	0	15.00	7
CFINE	County Fine	11,852.80	95	0.00	0	0.00	0	11,852.80	95
CHS	Courthouse Security Fee (CCP 102.017)	3.00	1	0.00	0	0.00	0	3.00	1
CHSJC	JP Security Fee (CCP 102.017)	1.00	1	0.00	0	0.00	0	1.00	1
CONT1	Constable Service Fee Pct #1	18,640.00	190	0.00	0	0.00	0	18,640.00	190
CSSF	Child Safety School Fee (CCP 102.014(c))	125.00	5	0.00	0	0.00	0	125.00	5
DDF	Deferred Disposition Fee	51.00	2	0.00	0	0.00	0	51.00	2
FNTC1	Child Safety Seat Fine Trauma Center	73.50	1	0.00	0	0.00	0	73.50	1
IDF	Indigent Defense Fee (LGC 133.107)	2.00	1	0.00	0	0.00	0	2.00	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	4.00	1	0.00	0	0.00	0	4.00	1

Payment Report - Fee Code Summary

Transaction Date: **05/01/2024 - 05/31/2024** 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
JFR	Jury Reimbursement Fee (CCP 102.0045)	4.00	1	0.00	0	0.00	0	4.00	1
JTP	Juvenile Truancy Program (CCP 102.0174)	5.00	1	0.00	0	0.00	0	5.00	1
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JURY	Jury Fee	88.00	4	0.00	0	0.00	0	88.00	4
JUSFC	Judicial Support Fund - County (LGC 133.105)	0.60	1	0.00	0	0.00	0	0.60	1
JUSFS	Judicial Support Fund - State (LGC 133.105)	5.40	1	0.00	0	0.00	0	5.40	1
MISCOP	Miscellaneous Copy Fees	6.50	3	0.00	0	0.00	0	6.50	3
MVF	Moving Violation Fee (CCP 102.022)	0.10	1	0.00	0	0.00	0	0.10	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,710.00	342	0.00	0	0.00	0	1,710.00	342
SB41JCSF	Justice Court Support Fund	8,550.00	342	0.00	0	0.00	0	8,550.00	342
SB41LAF	Language Access Fund - LGC 135.155	1,026.00	342	0.00	0	0.00	0	1,026.00	342
SB41SCF	State Consolidated Fee	1,029.00	49	0.00	0	0.00	0	1,029.00	49
SFMCWV	State Fine - Motor Carrier Weight Violation	257.50	2	0.00	0	0.00	0	257.50	2
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
TURN	Turnover	5.00	1	0.00	0	0.00	0	5.00	1
WARC1	Warrant Fee - Constable Pct. 1	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WGSER1	Constable #1 Writ of Garnishment Service Fee	150.00	1	0.00	0	0.00	0	150.00	1
WPOSS	Writ of Possession	145.00	29	0.00	0	0.00	0	145.00	29
WSF1	Constable #1 - Writ Service Fee	6,000.00	30	0.00	0	0.00	0	6,000.00	30
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		60,063.40	1,899	0.00	0	0.00	0	60,063.40	1,899

Commissioners Court - Regular Session **10.**

Meeting Date: 06/18/2024

Justice of the Peace 3 MAY 2024 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

May 2024 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/11/2024 12:02 PM
Form Started By: Mary Alcala		Started On: 06/10/2024 09:22 AM
Final Approval Date: 06/11/2024		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 4th day of June 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: **05/01/2024 - 05/31/2024** Case Categories: **Civil**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	136.75
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-3-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	0.00
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	10,280.00
	0100 - General Fund Total:	**10,416.75**
	Fee Totals for All Funds:	**10,416.75**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **05/01/2024 - 05/31/2024** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CCOP	Civil Copies	5.75	6	0.00	0	0.00	0	5.75	6
CONT3	Constable Service Fee Pct #3	8,080.00	76	0.00	0	0.00	0	8,080.00	76
JURY	Jury Fee	66.00	3	0.00	0	0.00	0	66.00	3
WEXEC	Writ of Execution	5.00	3	0.00	0	0.00	0	5.00	3
WPOSS	Writ of Possession	45.00	9	0.00	0	0.00	0	45.00	9
WSF	Writ of Scire Facias	10.00	2	0.00	0	0.00	0	10.00	2
WSF2	Constable #2 - Writ Service Fee	0.00	1	0.00	0	0.00	0	0.00	1
WSF3	Constable #3 - Writ Service Fee	2,200.00	12	0.00	0	0.00	0	2,200.00	12

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	10,416.75	113	0.00	0	0.00	0	10,416.75	113

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **05/01/2024 - 05/31/2024** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	7,828.73
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	337.45
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	284.22
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	10,662.06
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,266.14
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	82,488.88
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	4.00
	0100 - General Fund Total:	**102,871.48**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	137.09
	0361 - JP Security Fund Total:	**137.09**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	75.00
	0365 - Child Safety Fund Total:	**75.00**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	171.37
	0367 - JP-3 Truancy Program Fund Total:	**171.37**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	137.05
	0372 - Justice Court Technology Fund Total:	**137.05**

Payment Report - G/L and Fund Summary

Transaction Date: **05/01/2024 - 05/31/2024** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	60.84
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,370.84
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	137.06
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	205.66
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	220.49
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	1.98
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	273.48
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	68.56
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	171.95
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	464.50
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,784.94
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	61.19
	0399 - State Agency Fund Total:	**4,821.49**
	Fee Totals for All Funds:	**108,213.48**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **05/01/2024 - 05/31/2024** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	120.49	29	0.00	0	0.00	0	120.49	29
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	42.04	11	0.00	0	0.00	0	42.04	11
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,370.84	42	0.00	0	0.00	0	1,370.84	42
CFINE	County Fine	82,488.88	672	0.00	0	0.00	0	82,488.88	672
CHS	Courthouse Security Fee (CCP 102.017)	102.82	42	0.00	0	0.00	0	102.82	42
CHSJC	JP Security Fee (CCP 102.017)	34.27	42	0.00	0	0.00	0	34.27	42
COLLFEE	Collection Agency Fee	7,828.73	122	0.00	0	0.00	0	7,828.73	122
COPIES	Certified Copies	6.50	3	0.00	0	0.00	0	6.50	3
COPY	Copies	2.75	2	0.00	0	0.00	0	2.75	2
CSSF	Child Safety School Fee (CCP 102.014(c))	75.00	4	0.00	0	0.00	0	75.00	4
DDF	Deferred Disposition Fee	10,614.00	73	0.00	0	0.00	0	10,614.00	73
FNTC1	Child Safety Seat Fine Trauma Center	171.95	4	0.00	0	0.00	0	171.95	4
IDF	Indigent Defense Fee (LGC 133.107)	68.56	42	0.00	0	0.00	0	68.56	42
JCTF	Justice Court Technology Fee (CCP 102.0173)	137.05	42	0.00	0	0.00	0	137.05	42
JFR	Jury Reimbursement Fee (CCP 102.0045)	137.06	42	0.00	0	0.00	0	137.06	42
JTP	Juvenile Truancy Program (CCP 102.0174)	171.37	42	0.00	0	0.00	0	171.37	42
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	30.42	37	0.00	0	0.00	0	30.42	37
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	30.42	37	0.00	0	0.00	0	30.42	37
JUSFC	Judicial Support Fund - County (LGC 133.105)	20.56	42	0.00	0	0.00	0	20.56	42
JUSFS	Judicial Support Fund - State (LGC 133.105)	185.10	42	0.00	0	0.00	0	185.10	42
LT10	Overpayments < $10	4.00	1	0.00	0	0.00	0	4.00	1
MVF	Moving Violation Fee (CCP 102.022)	1.98	22	0.00	0	0.00	0	1.98	22
OMNI	OMNI Fee	92.90	20	0.00	0	0.00	0	92.90	20
OMNIC	OMNI Fee - County	61.92	20	0.00	0	0.00	0	61.92	20
OMNIS	OMNI Fee - State	309.68	20	0.00	0	0.00	0	309.68	20
SFC3	Service/Arrest Fee - Const. 3	49.77	10	0.00	0	0.00	0	49.77	10
SFMCWV	State Fine - Motor Carrier Weight Violation	1,784.94	17	0.00	0	0.00	0	1,784.94	17
SFOC	Service Fee - Out of County	2.47	1	0.00	0	0.00	0	2.47	1
STF	State Traffic Fee (TC 542.4031)	273.48	12	0.00	0	0.00	0	273.48	12

Payment Report - Fee Code Summary

Transaction Date: **05/01/2024 - 05/31/2024** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
TPC	Time Payment Fee - County	30.59	4	0.00	0	0.00	0	30.59	4
TPS	Time Payment Fee - State	30.60	4	0.00	0	0.00	0	30.60	4
TPWF	Texas P&W Fine	337.45	5	0.00	0	0.00	0	337.45	5
UFA	Uniform Traffic Act (TC 542.403)	36.34	15	0.00	0	0.00	0	36.34	15
WARC3	Warrant Fee - Constable Pct. 3	1,211.37	24	0.00	0	0.00	0	1,211.37	24
WCSO	Williamson County Sheriff	242.18	4	0.00	0	0.00	0	242.18	4
WFDPS	Warrant Fee - DPS	100.00	2	0.00	0	0.00	0	100.00	2
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		108,213.48	1,554	0.00	0	0.00	0	108,213.48	1,554

Commissioners Court - Regular Session **11.**

Meeting Date: 06/18/2024

DPS Agreement

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a User Agreement to Purchase Driver Records or Driver Record Monitoring Services between Williamson County and the Department of Public Safety for the State of Texas; and rescind action taken on Item #14 of the January 30, 2024 Williamson County Commissioners Court Session that approved a prior version of a User Agreement to Purchase Driver Records or Driver Record Monitoring Services between Williamson County and the Department of Public Safety for the State of Texas.

Background

The User Agreement allows the County to pull driver records from the Department of Public Safety of Texas pursuant to the Texas Transportation Code. There is no cost to the County for this service.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DPS Driver Records Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 12:02 PM
Form Started By: Hal Hawes		Started On: 06/13/2024 11:59 AM
Final Approval Date: 06/13/2024		

USER AGREEMENT TO PURCHASE DRIVER RECORDS OR DRIVER RECORD MONITORING SERVICES

This Agreement is made between the Department of Public Safety of the State of Texas (DPS), the state administrator for driver license and identification card records (referred to as Driver Records), and the entity purchasing records identified below (Entity).

Entity Name: Williamson County

Address: 401 W. 6th Street, Georgetown, Texas 78626

BACKGROUND

Texas law authorizes DPS to sell Driver Records individually or in bulk for specified permissible purposes and to establish an Interactive System to provide the release of Driver Records under the authority of Texas Transportation Code Chapters 521 and 730.

Additionally, Texas Transportation Code § 521.062 allows DPS to establish an optional program for Driver Records Monitoring Services (referred to as Monitoring Services) that will notify any participating entities of any updates or changes to an individual's Driver Record that is being monitored by any entity that elects to participate in the program. These changes may include convictions for a traffic offense or any driver license status change.

Texas law requires each prospective Entity using the Interactive System to sign an agreement with DPS containing safeguards that DPS considers necessary to ensure that Driver Records purchased are used only for permissible purposes and that the rights of the individuals and DPS are protected before Entity receives any Driver Records.

DPS will sell and deliver the Driver Records or Monitoring Services in an interactive format to Entity subject to the following terms and conditions.

SCOPE

1. **Definitions**
   a. **Driver Records** means a record that pertains to a motor vehicle operator or driver license or permit, or identification document issued by DPS for all license holders in Texas as described in Texas Transportation Code § 521.050.

   b. **Interactive System** means the process by which DPS supplies Driver Records and Monitoring Services in an electronic format to Entity, including real-time and batch web-based applications.

c. Personal Information means information within Driver Records that identifies an individual by the following: an individual's photograph or computerized image, Social Security number, date of birth, driver identification number, name, address but not zip code, email address, telephone number, and medical or disability information or as is defined by the federal Driver's Privacy Protection Act(18 U.S.C. § 2721, *et seq.*), the Identity Theft Enforcement and Protection Act (Texas Business and Commerce Code Ch. 521), and the Texas Motor Vehicle Records Disclosure Act (Texas Transportation Code Ch. 730). Personal Information may also include sensitive personal information as defined in Texas Business and Commerce Code § 521.002(2), which includes:

1) An individual's first name or first initial and last name in combination with a driver license number or government-issued identification number if the name and the items are not encrypted.
2) Information that identifies an individual and relates to:
   a) The physical or mental health or condition of the individual; or
   b) The provision of health care to the individual.

d. Entity means a person or governmental or private entity who is eligible to receive Driver Records as an Authorized Recipient under Texas Transportation Code Chapter 730.

e. Breach of System Security means the unauthorized access of computerized data that compromises the security, confidentiality, or integrity of personal information Entity maintains under this Agreement, including data that is encrypted if Entity's employee or agent accessing the data has the key required to decrypt the data. Good faith acquisition of personal information by an employee, agent, or client of Entity for the purposes of performing under this Agreement is not a breach of system security unless the employee, agent, or client of Entity uses or discloses the personal information in an unauthorized manner.

f. Confidential Data means information as defined in Texas Administration Code § 202.1 (5) that is collected and maintained by the Department that must be protected against unauthorized disclosure and is not subject to public disclosure under the provisions of applicable state or federal law or other legal agreements.

g. Cyber Security means the Department's Cyber Security Unit, which is responsible for agency information technology security.

h. **Department or DPS** means the Department of Public Safety of the State of Texas.

i. **Regulated Data** means information that is collected and maintained by the Department that requires the Department to implement specific privacy and security safeguards as mandated by Federal and State law.

j. **Secure Location** means a facility, conveyance, or area with security controls sufficient to protect sensitive or confidential information and associated information systems.

k. **Sensitive Data** means information that is collected and maintained by the Department that must be protected against unauthorized disclosure, except for public release under the provisions of applicable state or federal law or other legal agreements.

l. **System Failure** means a breakdown of any system hardware, operating system, or application software which prevents the accomplishment of the system's intended function.

m. **User(s)** means an entity/person who is accessing Driver Records from a web-based, desktop, or mobile device interface.

n. **Wireless Local Area Network** (WLAN) means a wireless computer network that links two or more devices using a wireless distribution method within a limited area.

2. Purchase of Driver Records

Entity may purchase Driver Records of individuals, which includes Personal Information, solely for a permissible use as identified in the section of this Agreement entitled "Certification of Permissible Use."

3. Purchase of Monitoring Services

Upon enrollment in the Driver Record Monitoring Service, Entity agrees to immediately purchase a record of any driver identified with a "not eligible" status (Type 2). If the purchase is made for the purpose of insurability, the driver is eligible for monitoring by the organization that purchased the record. The Monitoring Services will include notification to Entity on a bi-weekly basis of any change in the individual's driver license status or when any conviction for a traffic offense is reported to DPS during the term of this Agreement.

4. Fees

Entity must pay to DPS the applicable fee set by statute or rule for purchasing Driver Records or Monitoring Services. Entity also must pay any interactive transaction fees. Payment for the interactive transfer must be handled in an electronic format. Entity must remit payment immediately upon receipt of billing. Failure to remit timely payment may result in termination of this Agreement, denial of additional Driver Records and Monitoring Services, or the cancellation of Monitoring Services for any specific Driver Record until all payments are received. In the event that the Monitoring Services for a specific Driver Record is cancelled, Entity must purchase the Driver Record again in order to reinitiate the monitoring service for that specific Driver Record.

Under Tex. Transp. Code § 521.049, DPS will not charge a fee for Driver Records disclosed to a law enforcement or other governmental agency for an official purpose, unless the governmental agency requests Driver Records sold in bulk for research purposes. If Entity is a governmental agency and wishes to obtain Driver Records in bulk for research purposes, DPS will charge Entity the regular fees for those bulk Driver Records.

If Entity is monitoring a Driver Record for multiple Third Party Requestors, Entity must pay a monitoring fee for each Third Party Requestor. Entity must require a Third Party Requestor to monitor its entire customer base for Monitoring Services.

If Entity is purchasing Driver Records and Monitoring Services for its own use and will not provide to a Third Party Requestor as permitted herein, Entity must monitor its entire customer base under this Agreement.

5. Interactive System

The Interactive System for Driver Records and Monitoring Services, by which DPS supplies Driver Records and Monitoring Services in an electronic format including real-time and batch web-based applications, is operated and controlled by a State of Texas vendor. The vendor is the duly authorized service agent of DPS responsible for processing electronically submitted Driver Records requests and delivering Driver Records and Monitoring Services in the form of a report identifying changes in an individual's driver license status or when any conviction for a traffic offense is reported in a secure, electronic format using the Interactive System. Billing and payment for these services by Entity will also be conducted through the Interactive System. The vendor is obligated to specific performance level requirements, so the vendor has the authority to suspend any Entity account or access to the Interactive System when an Entity's access compromises the operation of the Interactive System. Suspension of such account or access will continue until the compromising condition is resolved to the satisfaction of DPS.

6. Certification of Permissible Use

Entity, by signing this Agreement, certifies compliance with all provisions of the federal Driver's Privacy Protection Act, the Texas Motor Vehicle Records Disclosure Act, the Identity Theft Enforcement and Protection Act, and with all other state and federal laws applicable to this Agreement. Entity certifies that its use of Driver Records purchased under this Agreement is for the following permissible purpose only and for no others.

Initial all that apply.

_____ 1. (Valid for Certified Abstract) For use by a government agency in carrying out its functions or a private entity acting on behalf of a government agency in carrying out its functions.

_____ 2. For use in connection with a matter of (a) motor vehicle or motor vehicle operator safety; (b) motor vehicle theft; (c); motor vehicle product alterations, recalls, or advisories; (d) performance monitoring of motor vehicles, motor vehicle parts, or

motor vehicle dealers; or (e) removal of nonowner records from the original owner records of motor vehicle manufacturers.

_____ 3. For use in the normal course of business by a legitimate business or an authorized agent of the business, but only (a) to verify the accuracy of personal information submitted by the individual to the business or the agent of the business; and (b) if the information is not correct, to obtain the correct information, for the sole purpose of preventing fraud by, pursuing a legal remedy against, or recovering on a debt or security interest against the individual.

_____ 4. (Valid for Certified Abstract) For use in conjunction with a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court.

_____ 5. For use in research or in producing statistical reports, but only if the personal information is not published, redisclosed, or used to contact any individual.

_____ 6. For use by an insurer, insurance support organization, or self-insured entity, or an authorized agent of an insurer, insurance support organization, or self-insured entity, in connection with claims processing or investigation activities, antifraud activities, rating or underwriting.

_____ 7. For use in providing notice to an owner of a vehicle that was towed or impounded and is in the possession of a storage facility.

_____ 8. For use by a licensed private investigator agency or licensed security service for a purpose permitted under this section.

_____ 9. (Valid for Certified Abstract) For use by an employer or an agent or insurer of the employer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. Chapter 313.

_____10. For use in connection with the operation of a toll transportation facility or another type of transportation project described by Section 370.003.

_____ 11. For use by a consumer reporting agency, as defined by the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.), for a purpose permitted under that Act.

_____12. For use by a motor vehicle manufacturer, dealership, or distributor, or an agent of or provider of services to a motor vehicle manufacturer, dealership, or distributor, for motor vehicle market research activities, including survey research.

_____13. For use in the ordinary course of business by a person or authorized agent of a person who: (a) holds a salvage vehicle dealer license issued under chapter 2302, Occupations Code; (b) holds an independent motor vehicle dealer or wholesale motor vehicle auction general distinguishing number issued under Chapter 503 of this code; (c) holds a used automotive parts recycler license issued under Chapter 2309, Occupations Code; or (d) is licensed by, registered with, or subject to regulatory oversight by the

Texas Department of Motor Vehicles, the Texas Department of Banking, the Department of Savings and Mortgage Lending, the Credit Union Department, the Office of Consumer Credit Commissioner, the Texas Department of Insurance, the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Consumer Financial Protection Bureau, or the National Credit Union Administration.

_____14. For use by an employer, principal, general contractor, nonprofit organization, charitable organization, or religious institution to obtain or verify information relating to a person who holds a driver's license or the driving history of a person who holds a driver's license if the person is employed by, works under a contract with, or volunteers for the employer, principal, contractor, organization, or institution.

_____15. For use in the preventing, detecting, or protecting against identity theft or other acts of fraud. Prior to release of personal information may require additional information.

Entity must restrict access to, use of, and disclosure of Driver Records, including Personal Information, to designated personnel solely for the permissible purposes identified in this Agreement. Access to and use of Driver Records by Entity's personnel that are not authorized is strictly prohibited. Entity must comply with the Data Sharing Agreement (Attachment C) that is incorporated into this Agreement by reference. The Rules of Behavior for Individuals Accessing DPS Data (Attachment B) must be completed by the Entity's employees accessing Driver Records. Any access, use, or disclosure not required for the purposes of this Agreement or for any unofficial purpose are strictly prohibited. Violation of the federal Driver's Privacy Protection Act or the Texas Motor Vehicle Records Disclosure Act may result in civil and criminal penalties.

7. Resell or Re-disclosure

Entity may not resell re-disclose Driver Records obtained under this Agreement except as specifically provided in this Agreement. Entity may re-disclose Driver Records to a third party requestor (Third Party Requestor) who is an Authorized Recipient and only if Entity enters into a written contract with a Third Party Requestor that requires a Third Party Requestor's compliance with all Agreement requirements, including compliance with the federal Driver's Privacy Protection Act, the Identity Theft Enforcement and Protection Act, and the Texas Motor Vehicle Records Disclosure Act, andthat is for a use authorized by Texas Transportation Code § 730.007. If Driver Records are disclosed as part of Monitoring Services, Entity must require a Third Party Requestor to monitor its entire customer base for Monitoring Services. Any Driver Records or Monitoring Services purchased under this Agreement by Entity are for a single purpose use only and will not be repurposed or used more than one time. Entity will not use a specific Driver Record for multiple Third Party Requestors or multiple uses by a single Third Party Requestor.

If Entity resells or re-discloses Driver Records to someone who is not an Authorized Recipient, the Entity may be subject to civil and criminal penalties, including a civil suit that allows for damages or subject to committing an offense classified as a misdemeanor punishable by a fine not to exceed $100,000. If Entity resells or re-discloses Driver Records to Third Party Requestors, it must inform Third Party Requestors that they may not redisclose the personal information to a person who is not an Authorized Recipient.

8. Record Creation and Retention

Entity must create a record identifying each Third Party Requestor that obtained Driver Records or Monitoring Services (if applicable) from Entity and the legally permissible purpose for which Driver Records or Monitoring Services were obtained. Entity must ensure that each Third Party Requestor will comply with all federal and state laws on the release of the information and all terms, conditions, and obligations of this Agreement. Entity must retain these identifying records for five years following the transfer of any Driver Records or Monitoring Services to a Third Party Requestor of the following: the name of any person or entity to whom the release was made; the date the release was made; the permitted use for which Driver Records or Monitoring Services were released; the written agreement with the Third Party Requestor; and contact information for the Third Party Requestor.

9. Provide Copies of Records and Notification of Release

If Entity re-discloses any Driver Records obtained under this Agreement to a Third Party Requestor, Entity must provide access to or copies of those records required in the section entitled "Record Creation and Retention" to DPS immediately upon DPS's request. DPS retains the right to require the records in any applicable format, including electronic or paper. Entity will bear the expense of providing this information to DPS, including any postage or shipping charges.

10. Unauthorized Disclosure

Entity must immediately notify DPS of any inadvertent or unauthorized release, disclosure, breach, or compromise of Driver Records obtained under this Agreement as soon as Entity knows or should have known of such unauthorized or inadvertent release, disclosure, breach, or compromise of security. This obligation applies whether the action or omission was by Entity, its employees or agents, or by any person or entity that acquired Driver Records from Entity, either directly or indirectly.

If the Interactive System or an information system containing Driver Records is compromised or breached, Entity must provide notice to DPS as soon as possible following the discovery or reasonable belief that there has been unauthorized exposure, access, disclosure, compromise, or loss of sensitive or confidential information referred to as a "*Security Incident.*"

a. Within 24 hours of the discovery or reasonable belief of a Security Incident, Entity must provide a written report to DPS detailing the circumstances of the security incident, which includes at a minimum:

    1) A description of the nature of the Security Incident;
    2) The type and amount of Driver Records involved;
    3) Who may have obtained the Driver Records;
    4) What steps Entity has taken or will take to investigate the Security Incident;
    5) What steps Entity has taken or will take to mitigate any negative effect of the Security Incident; and
    6) A point of contact for additional information.

b. Each day thereafter until the investigation is complete, Entity must provide DPS with a written report regarding the status of the investigation and the following additional information as it becomes available:

1) Who is known or suspected to have gained unauthorized access to Driver Records;
2) Whether there is any knowledge if Driver Records have been abused or compromised;
3) What additional steps Entity has taken or will take to investigate the Security Incident;
4) What steps Entity has taken or will take to mitigate any negative effect of the Security Incident; and
5) What corrective action Entity has taken or will take to prevent future similar unauthorized use or disclosure.

c. Entity must confer with DPS regarding the proper course of the investigation and risk mitigation. DPS reserves the right to conduct an independent investigation of any Security Incident, and should DPS choose to do so, Entity must cooperate fully by making resources, personnel, and systems access available to DPS and its authorized representatives.

d. Subject to review and approval by DPS, Entity must at its own cost, provide notice that satisfies the requirements of Texas Business and Commerce Code Ch. 521 to individuals whose personal, confidential, or privileged information were compromised or likely compromised as a result of the Security Incident. If DPS, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice must be reimbursed to DPS by Entity. If Entity does not reimburse such costs within 30 calendar days of DPS written request, DPS will have the right to collect such costs.

11. Deletion of Information Required if not Authorized Recipient

Entity must delete from its records any personal information received from DPS if Entity becomes aware that Entity is not an Authorized Recipient of that information.

12. Data Protection

a. Entity must further protect Driver Records in accordance with 1 Texas Administrative Code Ch. 202 and Texas Business and Commerce Code Ch. 521.

b. Entity and its employees must comply with the requirements found in Attachments B and C.

c. Personal information does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.

d. Entity must implement and maintain reasonable procedures, including taking any appropriate corrective action, to protect from unlawful use or disclosure of any sensitive personal information collected or maintained by Entity under this Agreement.

13. No Separate Database

Entity will not retain, store, combine, or link any information from Driver Records or Monitoring Services obtained under this Agreement with any other data or database without the prior written consent of DPS.

14. Acknowledgement and Disclaimer

Entity acknowledges that DPS is furnishing Driver Records on an "as is" basis and DPS makes no representation as to the accuracy of any Driver Records furnished. DPS expressly disclaims responsibility for any failure to deliver Driver Records in a timely manner, or at all, in the event of staff shortages, failures of appropriations, breakdown of equipment, compliance with new or amended laws, acts of authority exercised by a public official, acts of God or anything that may be classified as a type of *force majeure* incident that is beyond the reasonable control of DPS and that by exercise of due foresight DPS could not reasonably have been expected to avoid, and which by the exercise of all reasonable due diligence, DPS is unable to overcome, or any other circumstances which may delay or preclude furnishing Driver Records in a timely fashion.

15. Consumer Protection

Driver Records furnished under this Agreement must not be used by Entity to engage in any method, act, or practice that is unfair or deceptive, nor will Driver Records be used for marketing, solicitations, or surveys not authorized by law, which includes any prohibition under Texas Transportation Code Chapter 730.

16. Direct Access to Driver Records

Entity may not allow any member of the public or any person outside the direct employ or control of Entity direct access to Driver Records under this Agreement for any reason other than Entity's intended and legitimate use of Driver Records.

17. Assignability

Entity will not assign, license, or transfer any of its rights, duties, and obligations under this Agreement without the prior written consent of DPS. An attempted assignment in violation of this section is null and void. Any approved assignment will not relieve the assignor of any liability or obligation under this Agreement. Alternatively, if Entity does assign without prior written approval and a novation is impractical or impossible under the circumstances, but DPS does approve the assignment ultimately, then this Agreement will be binding on any successor or assignee.

18. Change of Status

This Agreement will automatically terminate if Entity ceases to conduct business, substantially changes the nature of its business, sells its business without a proper DPS-approved assignment, is deceased, if there is a significant change in its ownership, or ceases to qualify for Driver Records and Monitoring Services under the permissible use certified in the section entitled "Certification of Permissible Use" or as otherwise provided in this Agreement. Entity, its successor in interest, or its personal representative must immediately notify DPS in writing of any change in status that may implicate this section.

19. Suspension

If DPS has a reasonable suspicion or actual confirmation that Entity is not in contract compliance with any requirement for any reason, including data spillage or data breach, DPS reserves the right to immediately suspend access to Entity. DPS may reinstate access following suspension upon DPS's receipt of satisfactory assurances that Entity has corrected all non-compliance and has taken measures to prevent future non-compliance. DPS will not provide an Entity with any changes to a monitored record that occur during a period of suspension once services are reinstated; the DPS system does not have the ability to look back at or track any changes that may have occurred during the period of suspension. Failure to correct any violations to DPS's satisfaction or repeated violations could result in contract termination and permanent cancellation.

20. Incorporation of Other Documents

This Agreement, including "Attachment A, Entity's Information Form for Obtaining Interactive Driver Records and Monitoring Services", "Attachment B, Rules of Behavior for Individuals Accessing DPS Data", "Attachment C, Data Sharing Agreement", and Attachment D, Additional Requirements for Bulk Record Purchases under Texas Transportation Code § 521.050" constitutes the entire agreement between the Parties with regard to the matters made to the subject of this Agreement and no oral agreements are binding.

21. Termination

a. **For Convenience.** Either Party may terminate this Agreement for convenience at any time for any reason by giving the other Party 30 calendar days' written notice. If a Party elects to terminate this Agreement for convenience, all unfilled obligations, including the obligation to pay any applicable fees, will remain in full force. In no event will DPS be liable in any way if it terminates for convenience.

b. **For Cause.** DPS may immediately terminate this Agreement for cause for any violation of the terms of this Agreement or for any violation of any state or federal law, rule, or regulation relating to the subject matter of this Agreement. DPS will provide Entity with written notice to terminate this Agreement, which termination will become effective immediately upon Entity's receipt of the notice. If this Agreement is terminated for cause, DPS may refuse to provide Driver Records to Entity in any format.

22. Amendments

DPS may amend the terms and conditions of this Agreement from time to time in order to accommodate changes in the records or information furnished under this Agreement and for other reasons deemed appropriate by DPS.

23. INDEMNIFICATION (Does not apply to Governmental Entities)

ENTITY MUST DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND DPS, AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF ENTITY OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THE DEFENSE MUST BE COORDINATED BY

ENTITY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND ENTITY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. ENTITY AND DPS AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

24. Applicable Law and Venue

This Agreement will be governed by and construed in accordance with the laws of the State of Texas as well as any relevant federal law regarding the subject matter. The venue for any suit arising under this Agreement is fixed in any court of competent jurisdiction in Travis County, Texas.

25. Notice

Any notice required or permitted under this Agreement will be directed to the Parties at the addresses shown below. The following contact person is designated by Entity to receive all notices regarding this Agreement:

Point of Contact: Albert Scales, Williamson County Risk Management, Loss Control

Alternate Point of Contact: Shannon Francis

Address: 401 W. 6th Street

City, State, Zip Code: Georgetown, Texas 78626

Telephone Number: (512) 943-3813

Cell Phone Number: (512) 943-3813 (no cell number)

Fax: No Fax

Email: albert.scales@wilco.org

All correspondence to DPS regarding this Agreement must be mailed to the following address:

Department of Public Safety
License and Record Service/Online Services
P.O. Box 4087
Austin, Texas 78773-0360
(512) 424-5967
Fax: (512) 424-7456
Email: e.Commerce@dps.texas.gov

Notices to the Parties at the addresses shown above will be deemed received: (i) when delivered in hand and a receipt granted; (ii) three calendar days after it is deposited in the United States mail by certified mail, return receipt requested; or (iii) when received if sent by confirmed facsimile or confirmed email. Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided above, specifying the new address and/or individual and the date upon which it will become effective.

26. Compliance with Law

Entity must comply with all local, state, and federal laws, rules, and regulations applicable to the subject matter of this Agreement, including but not limited to, the federal Driver's Privacy Protection Act of 1994 and the Texas Motor Vehicle Records Disclosure Act, and any written instructions of DPS related to this Agreement. Violation of the federal Driver's Privacy Protection

Act or the Texas Motor Vehicle Records Disclosure Act by Entity may result in civil and criminal penalties. Violation of a term of this Agreement by Entity may be a false, misleading, or deceptive act or practice under Subchapter E, Chapter 17, Texas Business and Commerce Code or a Class B misdemeanor under Section 521.062 of the Texas Transportation Code.

27. Office of the Attorney General

Entity understands that under Texas Transportation Code § 521.062(d–g), the Office of the Attorney General may take certain actions against Entity for violations related to this Agreement.

28. Severability

Entity acknowledges that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, including a dispute over possibly ambiguous language, they would want the court to interpret this Agreement as follows:

28.1 With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;

28.2 If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the Agreement will remain in effect as written;

28.3 By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and

28.4 If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

29. Audit and Inspection

Entity is subject to audit and inspection, at any time during normal business hours and at a mutually agreed upon location, by the Texas State Auditor's Office, DPS, or any other department or agency responsible for determining that the Parties have complied with applicable law. Entity must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection and Entity must provide any such records and documents to DPS, the Texas State Auditor's Office, or applicable agency upon request. Entity must keep all records and documents regarding this Agreement for the term of this Agreement and for five years after the termination of this Agreement.

If DPS requests information from the Entity or a Third Party Requestor to determine if they have complied with applicable law or this Agreement, they must provide the requested information no later than the fifth business day after DPS submits the request unless DPS extends the deadline.

30. Survival

Any provisions of this Agreement that impose continuing obligations on Entity will survive the expiration or termination of this Agreement.

31. Term of Agreement

The term of this Agreement is effective on the last date signed in the Agreement section entitled "User Acceptance of Agreement" and will continue in full force and effect for a term of five years from that full execution date.

32. Acceptance of User Agreement

By signing this agreement, Entity agrees to the terms and conditions of this Agreement and all incorporated Attachments.

In order to receive any Driver Records and driver record monitoring services, an authorized signatory, the Chief Information Officer (CIO), and the Chief Information Security Officer (CISO) must sign this Agreement. Entity may not use the records if it does not accept the Agreement and all incorporated Attachments in their entirety.

Chief Information Security Officer *Insert signatory name and title here.*
Richard Semple, Williamson County Chief Information Officer
Signature **Date:**

Chief Information Officer *Insert name and title here.*
Richard Semple, Williamson County Chief Information Officer
Signature **Date:**

Entity's Authorized Representative *Insert signatory name and title here.*
Valerie Covey, As Presiding Officer of Williamson County Commissioners Court
Signature **Date:**

ATTACHMENT A
ENTITY'S INFORMATION FORM

D/B/A, if applicable (including names of all subsidiaries and companies comprising part of this Entity:

N/A

Federal Tax Identification Number:

746000978

List all web address internet sites (Uniform Resource Locator–URL), Facebook, or Twitter accounts used or possessed by Entity:

https://www.wilcotx.gov/; https://www.linkedin.com/company/wilcogov;

https://www.facebook.com/wilcotxgov/; https://www.instagram.com/wilcotxgov/

https://twitter.com/wilcogov; https://www.youtube.com/user/WilliamsonCountyTX

Nature of Entity's Business Activities and Practices:

Williamson County is a political subdivision of the state of Texas and employs individuals

to provide government services such as law enforcement, road & bridge work, regulation

of construction development, etc. The county's employees utilize county vehicles

to perform their governmental services and functions for the county's taxpayers.

Detailed explanation of the intended use of Driver Records and Monitoring Services obtained from DPS (describe how the exemption qualifies for the purchase of Driver Records and Monitoring Services):

Review the driving records of employees that drive a vehicle while on County business

of the employee(s) who are involved in an accident. This review will be performed in

compliance with Williamson County's Vehicle Use Policy. This review period will include

the preceding 36 months from the request date or from the accident date.

If Entity intends to release Driver Records to a Third Party Requestor, explain what safeguards or assurances are in place to meet the requirements of this Agreement and provide a copy of the written contract between Entity and the Third Party Requestor:

N/A

If Entity does not intend to release Driver Records to a Third Party Requestor, state so below:

Williamson County does not intend to release Driver Records to a Third Party Requestors.

ATTACHMENT B

Rules of Behavior for Individuals Accessing DPS Data

Purpose

This document delineates the responsibilities and expected behavior of all individuals that use and have access to data provided by the Department of Public Safety of the State of Texas (DPS). Additionally, this document fosters the comprehensive knowledge of and compliance with the DPS rules of behavior as a condition for continued data access and sets forth requirements for verification of understanding with the rules as documented. DPS data users will be held accountable for their actions and are responsible for securing the data and resources in accordance with the DPS rules of behavior. All persons requiring access to DPS data must read, understand, and formally acknowledge those rules of behavior by signing this agreement prior to being granted access to DPS data.

User Rules of Behavior

1. I understand that I am required to perform my official duties when given access to DPS data.
2. I must restrict disclosure of DPS data to only those with a business need and are authorized to receive the information.
3. I must not send or store DPS sensitive or confidential information to a personal e-mail account.
4. I must take every precaution to prevent unauthorized individuals from observing display output. (Use privacy screens, keep computer screens from facing windows or doors, etc.)
5. I must log off or lock my workstation or laptop computer, or I must use a password-protected screensaver, whenever I step away from my work area, even for a short time.
6. I must not transmit DPS sensitive or confidential information unencrypted outside the secure network.
7. I must securely store all removable media containing DPS data when not in use.
8. I will ensure DPS sensitive or confidential data stored on removable or portable media is AES 256 encrypted, and the media is marked with the appropriate data classification.
9. I will comply with the DPS password policy.
10. I will immediately report security violations and incidents involving DPS data to my supervisor and DPS Cyber Security.

Acknowledgement

I acknowledge that I have read and received a copy of the signed Data Sharing Agreement signed by DPS and Entity. I acknowledge that I have read and understand the Rules of Behavior and must comply with them.

Name of User (printed): Albert Scales

Supervisor's Name: Shannon Francis

_____ _____

(User Signature) (Date)

ATTACHMENT C

Data Sharing Agreement for Release of Driver Records

1.0 Data Sharing Statement

The requirement for data sharing between the Department of Public Safety of the State of Texas (DPS) and *Entity* exists for the sole purpose to deliver driver records under Texas Transportation Code Chapters 521 and 730.

2.0 Security

2.1 General Description of Information Sensitivity

Confidentiality, integrity, and availability requirements and standards are derived from the Criminal Justice Information Services (CJIS) Security Policy (http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/), 1 Texas Administrative Code §202.1 *et seq.*, and DPS General Manual Chapters 25, *Cyber Security*, and 26, *Information Resource Policy*. The DPS General Manual Chapters are incorporated by reference.

2.2 Trusted Behavior Expectations/Rules of Behavior

Entity must protect DPS data in accordance with this DSA. Entity will provide a copy of this DSA to all authorized personnel.

2.3 Formal Security Policy

DPS developed these procedures under this DSA to ensure the protection of DPS data when it is being provided to outside entities. Entity must comply with the procedures of this DSA for all systems used to store, process, or transmit DPS data. DPS may modify these requirements in its discretion, in accordance with its cyber security policies.

2.4 Administrative Security

Entity must comply with the following administrative security procedures:

a. Entity must use host systems that have an approved warning banner displaying a message of consent to monitoring and that unauthorized use is subject to criminal prosecution or criminal or civil penalties, prior to login.

b. Entity must ensure that host systems that contain any DPS data are used for official purposes only.
c. Entity must appropriately safeguard all DPS data and only release it to authorizedindividuals.
d. Entity may not share DPS's data with an entity except in accordance with the terms of this Agreement.

2.5 Identification and Authentication

The purpose of authentication is to provide reliable identification for access to data or information systems. Entity must maintain the identity of active users, linking actions to specific users, and all other identification and authentication requirements. Non-repudiation must be maintained for each user accessing DPS data.

2.6 Audit Trail and Review

An audit trail is a chronological record of system activities that is sufficient to enable the reconstruction, review, and examination of the sequence of environments and activities surrounding or leading to each event in the path of a transaction from its inception to the final output. Entity must comply with the following audit trail procedures:

a. Entity information systems that process DPS data will produce an audit trail that records, for all users, the following at a minimum:
    - The identity of each person and device that accesses or attempts to access the system or application
    - Start-up and shutdown of the audit functions
    - Successful use of the user security attribute administration functions
    - All attempted uses of the user security attribute administration functions
    - Identification of which user security attributes have been modified
    - Successful and unsuccessful logons and logoffs
    - Unsuccessful access to security relevant files including creating, opening, closing, modifying, and deleting those files
    - Changes in user authenticators
    - Blocking or blacklisting user IDs, terminals, or access ports
    - Denial of access for excessive logon attempts
    - System access by privileged users (privileged activities at the system, either physical or logical consoles) and other system-level access by privileged users). Users may not have administrative privileges to local systems unless the systems are standalone.
    - Starting and ending times for each access to the system.

b. For analysis purposes, Entity must retain audit trails for at least one year or in accordance with Entity security policy, whichever is longer.

c. All audit trails must be protected from actions such as unauthorized access,modification, and destruction that would negate their forensic value.

2.7 Logical Access Control

Logical access controls provide a technical means to control user access to information and system resources. They control what information users can access, the programs they can run, and the modifications they can make. Entity must comply with the following logical access controls:

a. The identity of the user must be established before access to DPS data is granted.
b. Users will have access only to data to which they are entitled (the principle of least privilege will be enforced).
c. Entity information systems processing DPS data will automatically disconnect or otherwise deny access to a user after three failed logon attempts.
d. Entity information systems processing DPS data will initiate a session lock or termination after a maximum of 30 minutes of inactivity and require the user to reauthenticate to regain access.

2.8 Password Management

Password management includes the generation, issuance, and control of the passwords that support authentication. Entity must comply with the following password management for access to DPS information:

a. Password management must meet the requirements of DPS security policy at minimum; however, Entity is authorized to implement password requirements that exceed DPS security policy. To comply with DPS security policy, passwords must:
    (1) Be a minimum length of 8 characters;
    (2) Contain a mix of upper and lower case characters, numeric characters, and special characters;
    (3) Not be a dictionary word or proper name;
    (4) Not be the same as, or contain, the User ID;
    (5) Expire within a maximum of 90 calendar days;
    (6) Not be identical to the previous 10 passwords;
    (7) Never be displayed in clear text on the screen; and never be written down and stored physically.
b. Passwords considered re-usable must be encrypted during transmission.
c. Passwords must be stored in an encrypted form in a protected password file to ensure confidentiality.

d. If the security of a password is in doubt, the password must be changed immediately.

2.9 Software Security

Entity must use anti-virus protection software. Entity must manage the anti-virus protection software to include upgrades, updates, modifications, corrections, patches, plugins, etc., that may be required to keep the software current and effective.

2.10 Telecommunications Security

Telecommunications security is concerned with the protection of data during transmission. Entity must comply with the following telecommunication security requirements:

a. All data must be protected during transmission in compliance with Federal Information Processing Standard (FIPS) 140-2 approved cryptographic modules and 1 Texas Administrative Code § 202.1 *et seq*.
b. All passwords must be protected during transmission using a mechanism that is compliant with Federal Information Processing Standard (FIPS) 140-2 approved cryptographic modules and 1 Texas Administrative Code § 202.1 *et seq*.

2.11 Media Security

Entity must apply the following policies for marking and disposition of tapes, flash drives, hard drives, printouts, or any other media containing sensitive or confidential data: media containing sensitive or confidential data must be labeled with the appropriate data classification (e.g., Sensitive, Confidential). Prior to release or disposal, electronic media containing sensitive or confidential data must be completely erased or destroyed using DPS authorized methods, which align with CJIS Security Policy section 5.8.3.

2.12 Incident Response

An information system incident is an unexpected, unplanned event that could have a negative effect on information technology resources. A security incident is an event that violates security policies or circumvents security mechanisms (e.g., hostile probes, intrusions, malicious software), and may lead to the unauthorized exposure, access, disclosure, compromise, or loss of DPS information. Entity must comply with the following incident response policy:

a. In the event of a confirmed security incident, *Entity* must notify the DPS Chief Information Security Officer (CISO) in writing within four hours of discovering the incident or being notified of an incident that involves any DPS data.
b. If a security incident is suspected, but not yet confirmed, Entity must notify the DPS Chief Information Security Officer (CISO) in writing within 24 hours of discovering the potential incident or being notified of a potential incident that involves any DPS data.
c. In the event of a security incident where Entity has detected or confirmedan intrusion,

the DPS CISO, or the CISO's designated agent, will have authority to suspend the transmission of any DPS data to *Entity* until it has proven recovery to a secure state that can ensure the confidentiality of DPS data. In addition, Entity must also promptly provide DPS with a copy of any incident reports involving DPS data.

2.13 Training and Awareness

Entity must ensure that all Entity end users receive initial and annual DIR-certified security awareness training.In addition, Entity must ensure all users (persons and entities) sign the Rules of Behavior Agreement, Attachment B, prior to those users having access to any DPS data.

3.0 Roles and Responsibilities

3.1 *Entity* Responsibilities

Entity must:

a. Protect all Personal Identifying Information in accordance with Texas Business and Commerce Code § 521.001(1) and 1 Texas Administrative Code § 202.1 *et seq*.
b. Provide proof of compliance with security documents when requested to do so by DPS.
c. Ensure appropriate protection of all security documents.
d. Maintain copies of signed Rules of Behavior for every authorized user.
e. Have complete responsibility for all cyber security controls.
f. Have complete responsibility for encryption of all system components in accordance with Federal Information Processing Standard (FIPS) Publication 140-2.
g. Maintain all logical access controls and password management.
h. Maintain all system software, anti-virus protection, encryption, and operating systems, to include all upgrades, updates, patches, plugins, etc.
i. Only grant users access to data they need to perform their official functions.
j. Not share DPS's data outside Entity unless otherwise authorized under this Agreement.
k. Ensure that it, and any entity that it shares DPS's data with, complies with the requirements in this data agreement if Entity shares or sells DPS' data.
l. Report any security breaches involving Entity (or shared entity or users) to the DPS CISO.
m. Implement the necessary procedures to ensure that Entity is secure from any unauthorized use.
n. Ensure that any individual requesting access to DPS data is authorized to receive it. Unauthorized request or receipt of data could result in criminal proceedings brought against the Entity and the individuals or entities involved.
o. Ensure all users complete the required security awareness training prior to access, and annually thereafter.
p. Disseminate user manuals and other related publications as required.
q. Conduct investigations relating to possible fraud, waste, and abuse.

3.2 DPS Responsibilities

DPS will:

a. Protect all Personal Identifying Information in accordance with Texas Business and Commerce Code § 521.001(1) and 1 Texas Administrative Code § 202.1 *et seq*.
b. Ensure appropriate protection of all security documents.
c. Maintain communication with *Entity* to ensure operational needs are being met.
d. Manage security incident assessment and response.

ATTACHMENT D

Additional Requirements for Bulk Record Purchases under Texas Transportation Code § 521.050

Texas Transportation Code § 730.014 imposes additional requirements for Entities who purchase Driver Records in the bulk format under Texas Transportation Code § 521.050. These include the posting of a performance bond and providing proof of general liability and cyber-threat insurance coverage. The bond and insurance requirements do not apply to a governmental entity.

1.0 Bond for Bulk Record Purchase (not applicable to governmental entities)

A performance bond in the amount of $1,000,000 will be required before Entity can receive Driver Records in the bulk format under Texas Transportation Code § 521.050. Said bond will be solely for the protection of the State of Texas.

2.0 Insurance (not applicable to governmental entities)

Entity must provide proof of at least $3,000,000 in general liability and cyber-threat insurance coverage, but notwithstanding that minimum, the coverage must be reasonably related to the risks associated with unauthorized access and use of the Driver Records.

Entity must provide proof of and maintain for the term of the Agreement no less than the minimum insurance coverage specified. Proof of insurance and bond coverage may be provided in the form of current certificates of insurance. DPS does not accept "self-insurance" coverage.

All required insurance coverage must be issued from a company or companies with a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.

All insurance policies for required coverage must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to DPS. All required insurance contracts must: (1) be written on a primary and non-contributory basis with any other insurance coverages Respondent currently has in place; and (2) include a Waiver of Subrogation Clause.

Entity must:

A. provide all required written documentation under this section to DPS.
B. ensure all insurance policies and certificates of insurance for required coverage are written to include all the risks associated with unauthorized access and use of the Driver Records. There must be sufficient coverage to cover any losses, security breaches, privacy breaches, unauthorized distributions, or releases or uses of any data transferred to or accessed by Entity under or as a result of this Agreement. This includes response required under Tex. Bus. & Com. Code Chapter 521.
C. ensure that all required policies contain endorsements prohibiting cancellation except upon at least 30 days' advanced written notice to DPS.
D. deliver all copies of changes to insurance coverage (including extensions, renewals, cancellations, and revisions) at least ten calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Contract.

E. ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include Entity's obligations under the Agreement.
F. obtain and maintain insurance policies that provide coverage for Entity's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under this Agreement.

3.0 Notice of Breach

If Entity experiences a breach of system security as defined by Texas Business & Commerce Code § 521.053 that includes data obtained under Texas Transportation Code § 730.007, Entity must notify DPS of the breach not later than 24 hours after the discovery of the breach.

4.0 Annual Report to DPS of Resell and Re-disclosure

Entity must annually provide to DPS a report of all third parties to which the personal information was sold or disclosed under this section and the purpose of the resell or re-disclosure.

5.0 Prohibition on Resell or Re-disclosure for Marketing Vehicle Warranties

Entity may not resell or re-disclose Driver Records for the purpose of marketing extended vehicle warranties.

Commissioners Court - Regular Session **12.**

Meeting Date: 06/18/2024

Toll Brothers 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 Santa Rita Ranch AQ/Toll Brothers for off duty contracting of County Sheriff Deputies to be effective June 18, 2024. (Traffic control & security in Santa Rita Ranch community)

Background

This agreement gives permission for Toll Brothers to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage for traffic control. This agreement will terminate on September 30, 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Toll Brothers

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/11/2024 12:01 PM
Form Started By: Starla Hall		Started On: 06/06/2024 08:40 AM
Final Approval Date: 06/11/2024		

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

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

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

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

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

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

4. The term of this AGREEMENT shall begin on June 18, 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.

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[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: Santa Rita Ranch AQ/ Toll Brothers

Signature: Karlien Cordier

Printed Name: Karlien Cordier

Title: Division Lifestyle Director

Date: 6 / 8 , 2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: June 10, 2024

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

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

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____, 20____

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

Commissioners Court - Regular Session **13.**

Meeting Date: 06/18/2024

Authorize Issuing Advertisement for RFSQ #24RFSQ61 for Jail Inmate Medical Services for the County Jail

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Jail Inmate Medical Services for the County Jail, under #24RSFQ61

Background

Williamson County is requesting statements of qualifications from firms to supply Medical Services for its County Jail, whose average population over the past 12 months is 576 inmates. The selected vendor will provide the County Jail with medical services that serve the County Jail's current and anticipated needs. The county seeks responses from qualified firms who can provide specific criteria of medical services for an initial term of four (4) years with an optional four (4), one (1) year renewal. Funding Source: 01.0100.0570.004116 and 01.0100.0570.004413. The budget is set for $160,709.12. The department point of contact for this project is Jeffery Williams.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/12/2024 04:44 PM
County Judge Exec Asst.	Becky Pruitt	06/13/2024 08:39 AM
Form Started By: Barbi Hageman		Started On: 06/12/2024 10:29 AM
Final Approval Date: 06/13/2024		

Commissioners Court - Regular Session **14.**

Meeting Date: 06/18/2024

Authorize Issuing Advertisement for RFSQ #24RFSQ62 for Jail Inmate Psychological Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Jail Inmate Psychological Services for the County Jail, under #24RSFQ62.

Background

Williamson County is requesting statements of qualifications from firms to supply Psychological Services for its County Jail, whose average population over the past 12 months is 576 inmates. The selected vendor will provide the County Jail with psychological services that serve the County Jail's current and anticipated needs. The county seeks responses from qualified firms who can provide specific criteria of psychological services for an initial term of four (4) years with an optional four (4), one (1) year renewal. Funding Source: 01.0100.0570.004116 and 01.0100.0570.004413. The budget is set for $111,531.35. The department point of contact for this project is Jeffery Williams.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/12/2024 04:44 PM
County Judge Exec Asst.	Becky Pruitt	06/13/2024 08:41 AM
Form Started By: Barbi Hageman		Started On: 06/12/2024 02:11 PM
Final Approval Date: 06/13/2024		

Commissioners Court - Regular Session **15.**

Meeting Date: 06/18/2024

Approval of Purchase of Cradlepoint Inc from GTS Technology Services for Information Systems

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving purchase between Williamson County and GTS Technology Services for CRADLEPOINT INC for a total amount of $52,333.60 pursuant to DIR contract #DIR-CPO-4751.

Background

The approval of this purchase will benefit Information Systems by providing life cycle replacement in-car routers for public safety vehicles (Law Enforcement). These routers provide a network connection to their in-car computers. Funding source is 01.0100.0503.003010 as per FY24 budget. The department point of contact is Tammy McCulley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GTS Quote

Form 1295 GTS

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/12/2024 04:44 PM
County Judge Exec Asst.	Becky Pruitt	06/13/2024 08:31 AM
Form Started By: Barbi Hageman		Started On: 06/07/2024 11:08 AM
Final Approval Date: 06/13/2024		

GTS TECHNOLOGY SOLUTIONS

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd Suite 275
Austin, Texas 78758
Phone: 512.452.0651

QUOTE

Quote Number: [redacted]
Quoted Date: 06/07/2024
Expiration Date: 06/28/2024
Account Exec: Ashley Ambroso
Inside Sales Rep: Jairus Mika
jairus.mika@gts-ts.com
(512) 681-6239

QUOTE FOR:

Williamson County

Group1

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	MB01-19005GB-GA	CRADLEPOINT INC : 1-yr NetCloud Mobile Performance Essentials Plan and R1900 router with WiFi (5G modem), no AC power supply or antennas, Global	MSRP: 1,999.00 Discount off MSRP: 31.1%	DIR-CPO-4751	38	$ 1,377.20	$ 52,333.60

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.

Sales Total:	**$ 52,333.60**
Freight & Misc:	**$ 0.00**
Tax Total:	**$ 0.00**
Total (USD):	**$ 52,333.60**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1174421

Date Filed:
06/12/2024

Date Acknowledged:

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

GTS Technology Solutions
Austin, TX United States

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

Williamson County Commissioners Court

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

2024218
GTS Technology Purchase of NetCloud Mobile Performance Routers

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
GTS Technology Solutions	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Travis County, State of Texas, on the 12th day of June (month), 2024 (year).

Eilene Melvin

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1174421

Date Filed:
06/12/2024

Date Acknowledged:
06/12/2024

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

GTS Technology Solutions
Austin, TX United States

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

Williamson County Commissioners Court

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

2024218
GTS Technology Purchase of NetCloud Mobile Performance Routers

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
GTS Technology Solutions	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **16.**

Meeting Date: 06/18/2024

Award of RFSQ #24RFSQ53 for As-needed Design or Engineering Services for Minor County Building Projects for Facilities Management.

Submitted For: Joy Simonton **Submitted By:** Stacian Williams, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 for Design or Engineer Services for Minor County Building Projects to the recommended firms, as a pool, herein for a period of two (2) years on an as-needed basis.

Background

Williamson County received forty-three (43) responses from qualified architects and engineers providing Indefinite Deliverable/Indefinite Quantity (IDIQ) design services to be a part of a Planning, Landscape Architecture, Architecture and Engineering (PLAE) pool. The County intends to design multiple remodel projects as part of an IDIQ agreement. Qualifications were evaluated and scoring assigned with the top ranked firms being recommended for award on an as-needed basis. The list of recommended firms is attached herein. Of note, some firms are qualified for more than one discipline. Areas of professional services and the names of firms that are being recommended for award are:

Accessibility (1)

- CP&Y, Inc. dba STV Infrastructure

Architectural (14)

- Beck Architecture, LLC
- BLGY Architecture
- CP&Y, Inc. dba STV Infrastructure
- Freese and Nichols, Inc.
- kga, Inc
- Komatsu/Rangel, Inc. dba Komatsu Architecture
- Lawrence Group
- LEVY DYKEMA
- Method Architecture
- MODE Design Company
- MWM Design Group
- Parkhill Smith & Cooper
- Quorum Architects, Inc.
- Reliance Architecture, LLC

Civil Engineering (10)

- CP&Y, Inc. dba STV Infrastructure
- Eckermann Engineering, Inc
- Freese and Nichols, Inc
- Gessner Engineering
- Halff Associates, Inc
- Kimley-Horn and Associates, Inc.
- KPA Engineers
- Lentz Engineering, LLC
- MWM Design Group
- Parkhill Smith & Cooper

Commissions (4)

- Cleary Zimmermann Engineers
- Command Commissioning, LLC
- DBR Engineering Consultants, Inc
- Freese and Nichols, Inc

Envelope (1)

- Engineered Exteriors, LLC

Environmental (1)

- Halff Associates, Inc

Interior Design (10)

- Beck Architecture, LLC
- BLGY Architecture
- Freese and Nichols, Inc.
- kga, Inc
- Komatsu/Rangel, Inc. dba Komatsu Architecture
- Lawrence Group
- LEVY DYKEMA
- Method Architecture
- Quorum Architects, Inc.
- Reliance Architecture, LLC

IT – Security (1)

- DBR Engineering Consultants, Inc

Landscape Architecture (6)

- Covey Planning + Landscape Architecture
- Freese and Nichols, Inc.
- Halff Associates, Inc
- Kimley-Horn and Associates, Inc
- MWM Design Group
- Parkhill Smith & Cooper

MEP (6)

- Cleary Zimmermann Engineers
- DBR Engineering Consultants, Inc
- Freese and Nichols, Inc
- Halff Associates, Inc
- Hendrix Consulting Engineers, P.C
- Parkhill Smith & Cooper

Structural Engineering (4)

- Freese and Nichols, Inc
- Gessner Engineering
- Halff Associates, Inc
- Parkhill Smith & Cooper

Surveying (5)

- CP&Y, Inc. dba STV Infrastructure
- Gessner Engineering
- Kimley-Horn and Associates, Inc
- Halff Associates, Inc
- MWM Design Group

The awarded pool of professionals will be valid for two (2) years. Professional Service Agreements (PSA) will be contracted on an as-needed basis and will be presented to court for approval at that time.

Budgeted amounts will vary as various line items, and project numbers may be used. Point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter with attached list

Scoresheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/12/2024 04:40 PM
County Judge Exec Asst.	Becky Pruitt	06/13/2024 08:37 AM
Form Started By: Stacian Williams		Started On: 06/07/2024 04:54 PM
Final Approval Date: 06/13/2024		

June 7, 2024

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

Re: 24RFSQ53
Design or Engineer Services for Minor County Building Projects
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions, the evaluation committee found **the attached list of Architectural/Engineering firms** to be the best-suited candidates to provide architectural and engineering services for Williamson County. The evaluation committee recommends award of the **24RFSQ53 Design or Engineer Services for Minor County Building Projects** to **the attached list of Architectural/Engineering firms.**

Sincerely,

Dale Butler
Senior Director of Facilities, Facilities Management

WILLIAMSON COUNTY
(512) 943-1599 Cell (512)-658-3925
dbutler@wilco.org www.wilcotx.gov
3101 SE Inner Loop
Georgetown, TX 78626

24RFSQ53 Design or Engineer Services for Minor County Building Projects

ACCESSIBILITY

Evaluation Criteria	Company experience of similar type and size Projects	Project Manager professional experience	Process	Company performance with Government Agencies	Total Points	Notes
Max Points	**20**	**20**	**30**	**20**	**90**	
CP&Y, Inc. dba STV Infrastructure	20	20	25	20	85	Architectural/Civil/Survey/Accessibility

ARCHITECTURAL

Evaluation Criteria	Company experience of similar type and size Projects	Project Manager professional experience	Process	Company performance with Government Agencies	Total Points	Notes
Max Points	**20**	**20**	**30**	**20**	**90**	
Beck Architecture, LLC	20	20	30	20	90	Architectural/Interior Design
BLGY Architecture	20	20	25	20	85	Architectural/Interior Design
CP&Y, Inc. dba STV Infrastructure	20	20	25	20	85	Architectural/Civil/Survey/Accessibility
Freese and Nichols, Inc.	20	20	30	20	90	Architecture/Interiors/Structural/Commissioning
kga, Inc	20	15	25	20	80	Architectural/Interior Design
Komatsu/Rangel, Inc. dba Komatsu Architecture	20	18	25	20	83	Architectural/Interior Design
Lawrence Group	20	18	30	20	88	Architectural/Interior Design
LEVY DYKEMA	20	15	25	20	80	Architectural/Interior Design
Method Architecture	20	15	25	20	80	Architectural/Interior Design
MODE Design Company	20	18	25	20	83	Architectural
MWM Design Group	20	20	25	20	85	Architectural/Landscape Architecture/Survey/Civil
Parkhill Smith & Cooper	20	20	30	20	90	Architecture/MEP/Structural/Civil
Quorum Architects, Inc.	20	15	30	20	85	Architectural/Interior Design
Reliance Architecture, LLC	20	15	25	20	80	Architectural/Interior Design

24RFSQ53 Design or Engineer Services for Minor County Building Projects

CIVIL

Evaluation Criteria	Company experience of similar type and size Projects	Project Manager professional experience	Process	Company performance with Government Agencies	Total Points	Notes
Max Points	**20**	**20**	**30**	**20**	**90**	
CP&Y, Inc. dba STV Infrastructure	20	20	25	20	85	Architectural/Civil/Survey/Accessibility
Eckermann Engineering, Inc.	20	20	30	20	90	Civil
Freese and Nichols, Inc.	20	20	30	20	90	Architectural/Civil/MEP/Landscape Architecture/Interiors/Structural/Commissioning
Gessner Engineering	20	20	30	20	90	Civil/Structural/Survey
Halff Associates, Inc.	20	20	30	20	90	Civil/Landscape Architecture/Environmental/MEP/Structural/Survey
Kimley-Horn and Associates, Inc.	20	20	25	20	85	Civil/Landscape Architecture/Survey
KPA Engineers	20	20	28	20	88	Civil
Lentz Engineering, LLC	18	20	25	20	83	Civil
MWM Design Group	20	20	25	20	85	Architectural/Landscape Architecture/Survey/Civil
Parkhill Smith & Cooper	20	20	30	20	90	Architectural/Landscape Architecture/MEP/ Structural/Civil

COMMISSIONING

Evaluation Criteria	Company experience of similar type and size Projects	Project Manager professional experience	Process	Company performance with Government Agencies	Total Points	Notes
Max Points	**20**	**20**	**30**	**20**	**90**	
Cleary Zimmermann Engineers	20	20	30	20	90	MEP/Commissioning
Command Commissioning, LLC	20	20	30	20	90	Commissioning
DBR Engineering Consultants, Inc.	20	18	30	20	88	MEP/IT-Security/Commissioning
Freese and Nichols, Inc.	20	20	30	20	90	Architectural/Civil/MEP/Landscape Architecture/ Interiors/Structural/Commissioning

ENVELOPE

Evaluation Criteria	Company experience of similar type and size Projects	Project Manager professional experience	Process	Company performance with Government Agencies	Total Points	Notes
Max Points	**20**	**20**	**30**	**20**	**90**	
Engineered Exteriors, LLC	20	20	30	20	90	Envelope

24RFSQ53 Design or Engineer Services for Minor County Building Projects

ENVIRONMENTAL

Evaluation Criteria	Company experience of similar type and size Projects	Project Manager professional experience	Process	Company performance with Government Agencies	Total Points	Notes
Max Points	**20**	**20**	**30**	**20**	**90**	
Halff Associates, Inc.	20	20	30	20	90	Civil/Landscape Architecture/Environmental/MEP/Structural/Survey

INTERIOR DESIGN

Evaluation Criteria	Company experience of similar type and size Projects	Project Manager professional experience	Process	Company performance with Government Agencies	Total Points	Notes
Beck Architecture, LLC	20	20	30	20	90	Architectural/Interior Design
BLGY Architecture	20	20	25	20	85	Architectural/Interior Design
Freese and Nichols, Inc.	20	20	30	20	90	Architectural/Civil/MEP/Landscape Architecture/Interior Design/Structural/ Commissioning
kga, Inc	20	15	25	20	80	Architectural/Interior Design
Komatsu/Rangel, Inc. dba Komatsu Architecture	20	18	25	20	83	Architectural/Interior Design
Lawrence Group	20	18	30	20	88	Architectural/Interior Design
LEVY DYKEMA	20	15	25	20	80	Architectural/Interior Design
Method Architecture	20	15	25	20	80	Architectural/Interior Design
Quorum Architects, Inc.	20	15	30	20	85	Architectural/Interior Design
Reliance Architecture, LLC	20	15	25	20	80	Architectural/Interior Design

24RFSQ53 Design or Engineer Services for Minor County Building Projects

IT - SECURITY

Evaluation Criteria	Company experience of similar type and size Projects	Project Manager professional experience	Process	Company performance with Government Agencies	Total Points	Notes
DBR Engineering Consultants, Inc.	20	18	30	20	88	MEP/IT-Security/Commissioning

LANDSCAPE ARCHITECTURE

Evaluation Criteria	Company experience of similar type and size Projects	Project Manager professional experience	Process	Company performance with Government Agencies	Total Points	Notes
Covey Planning + Landscape Architecture	20	20	25	20	85	Landscape Architecture
Freese and Nichols, Inc.	20	20	30	20	90	Architectural/Civil/MEP/Landscape Architecture/Interiors/Structural/Commissioning
Halff Associates, Inc.	20	20	30	20	90	Civil/Landscape/Architecture/Environmental/MEP/ Structural/Survey
Kimley-Horn and Associates, Inc.	20	20	25	20	85	Civil/Landscape Architecture/Survey
MWM Design Group	20	20	25	20	85	Architectural/Landscape Architecture/Survey/Civil
Parkhill Smith & Cooper	20	20	30	20	90	Architectural/Landscape Architecture/MEP/Structural/Civil

MEP

Evaluation Criteria	Company experience of similar type and size Projects	Project Manager professional experience	Process	Company performance with Government Agencies	Total Points	Notes
Cleary Zimmermann Engineers	20	20	30	20	90	MEP/Commissioning
DBR Engineering Consultants, Inc.	20	18	30	20	88	MEP/IT-Security/Commissioning
Freese and Nichols, Inc.	20	20	30	20	90	Architectural/Civil/MEP/Landscape Architecture/Interiors/Structural/Commissioning
Halff Associates, Inc.	20	20	30	20	90	Civil/LandscapeArchitecture/Environmental/MEP/ Structural/Survey
Hendrix Consulting Engineers, P.C.	20	20	30	20	90	MEP
Parkhill Smith & Cooper	20	20	30	20	90	Architectural/Landscape Architecture/MEP/Structural/Civil

24RFSQ53 Design or Engineer Services for Minor County Building Projects

STRUCTURAL

Evaluation Criteria	Company experience of similar type and size Projects	Project Manager professional experience	Process	Company performance with Government Agencies	Total Points	Notes
Freese and Nichols, Inc.	20	20	30	20	90	Architectural/Civil/MEP/Landscape Architecture/Interiors/Structural/Commissioning
Gessner Engineering	20	20	30	20	90	Civil/Structural/Survey
Halff Associates, Inc.	20	20	30	20	90	Civil/Landscape Architecture/Environmental/MEP/Structural/Survey
Parkhill Smith & Cooper	20	20	30	20	90	Architectural/Landscape Architecture/MEP/Structural/Civil

SURVEY

Evaluation Criteria	Company experience of similar type and size Projects	Project Manager professional experience	Process	Company performance with Government Agencies	Total Points	Notes
CP&Y, Inc. dba STV Infrastructure	20	20	25	20	85	Architectural/Civil/Survey/Accessibility
Gessner Engineering	20	20	30	20	90	Civil/Structural/Survey
Kimley-Horn and Associates, Inc.	20	20	25	20	85	Civil/Landscape Architecture/Survey
Halff Associates, Inc.	20	20	30	20	90	Civil/Landscape Architecture/Environmental/MEP/Structural/Survey
MWM Design Group	20	20	25	20	85	Architectural/Landscape Architecture/Survey/Civil

24RFSQ53 Design or Engineer Services for Minor County Building Projects

Evaluation Criteria	Company experience of similar type and size Projects	Project Manager professional experience	Process	Company performance with Government Agencies	Total Points	Notes
Max Points	**20**	**20**	**30**	**20**	**90**	
DBR Engineering Consultants, Inc.	20	18	30	20	88	MEP/IT-Security/Commissioning
Cleary Zimmermann Engineers	20	20	30	20	90	MEP/Commissioning
Hendrix Consulting Engineers, P.C.	20	20	30	20	90	MEP
Studio16:19	20	15	15	20	70	Landscape Architecture
Circle V Landscape Architecture	20	18	15	20	73	Landscape Architecture
Covey Planning + Landscape Architecture	20	20	25	20	85	Landscape Architecture
CasaBella Architects					0	Firm was not represented at the Mandatory Pre-solicitation Conference
Millennium Engineers Group					0	Firm was not represented at the Mandatory Pre-solicitation Conference
N. Martinez & Associates, Inc.					0	Firm was not represented at the Mandatory Pre-solicitation Conference
Engineered Exteriors, LLC	20	20	30	20	90	Envelope
Command Commissioning, LLC	20	20	30	20	90	Commissioning
Carlson, Brigance & Doering Inc	10	20	15	15	60	Civil/Surveying
Gessner Engineering	20	20	30	20	90	Civil/Structural/Survey
Walter P Moore	10	15	25	20	70	Civil/Structural
Kimley-Horn and Associates, Inc.	20	20	25	20	85	Civil/Landscape Architecture/Survey
Halff Associates, Inc.	20	20	30	20	90	Civil/Landscape Architecture/Environmental/MEP/Structural/Survey
Civilitude	20	20	15	20	75	Civil
Simon Engineering Consulting	20	20	10	20	70	Civil
Lentz Engineering, LLC	18	20	25	20	83	Civil
KPA Engineers	20	20	28	20	88	Civil
Eckermann Engineering, Inc.	20	20	30	20	90	Civil
MWM Design Group	20	20	25	20	85	Architectural/Landscape Architecture/Survey/Civil
Parkhill Smith & Cooper	20	20	30	20	90	Architectural/Landscape Architecture/MEP/Structural/Civil
Corgan Associates	15	18	15	15	63	Architectural/Interior Design
Studio8 Architects	10	15	15	20	60	Architectural/Interior Design
Pillar Architecture Studio	15	15	15	20	65	Architectural/Interior Design
ROSE-VILLACORTE ARCHITECTURE LLC	10	10	30	20	70	Architectural/Interior Design
kga, Inc	20	15	25	20	80	Architectural/Interior Design
LEVY DYKEMA	20	15	25	20	80	Architectural/Interior Design
Method Architecture	20	15	25	20	80	Architectural/Interior Design
Reliance Architecture, LLC	20	15	25	20	80	Architectural/Interior Design
Komatsu/Rangel, Inc. dba Komatsu Architecture	20	18	25	20	83	Architectural/Interior Design
BLGY Architecture	20	20	25	20	85	Architectural/Interior Design
Quorum Architects, Inc.	20	15	30	20	85	Architectural/Interior Design
Lawrence Group	20	18	30	20	88	Architectural/Interior Design
Beck Architecture, LLC	20	20	30	20	90	Architectural/Interior Design
CP&Y, Inc. dba STV Infrastructure	20	20	25	20	85	Architectural/Civil/Survey/Accessibility
Freese and Nichols, Inc.	20	20	30	20	90	Architectural/Civil/MEP/Landscape Architecture/Interiors/Structural/Commissioning

DLR Group	20	18	15	20	73	Architectural/Civil/MEP/Landscape Architecture/Interiors/Structural
Huitt-Zollars	15	15	20	20	70	Architectural/Civil/Landscape Architecture/MEP/Structural
Sunland Group, Inc.	10	15	30	20	75	Architectural/Civil
FGM Architects	10	18	30	20	78	Architectural
MODE Design Company	20	18	25	20	83	Architectural
Firms						

[redacted]

Commissioners Court - Regular Session **17.**

Meeting Date: 06/18/2024

No Award for IFB #24IFB001 Portland Cement and approval of quote Ash Grove Cement for Road and Bridge

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on formally closing out and not awarding #24IFB001 Portland Cement, due to no responses received and approve the quote for Ash Grove Cement with the attached unit pricing.

Background

The Purchasing Department solicited sealed bids under IFB #24IFB001 for Portland Cement on October 24, 2023. The public notice of accepting proposals was advertised in the Williamson County Sun on October 29, 2023 and November 05, 2023. Invitations for bids were electronically sent to one hundred thirty-eight (138) vendors via the County's Bonfire bidding portal. Bid submissions were due November 14, 2023 at 3:30 pm. There were ten (10) document takers but no submissions were received. In the event of no bids being received, Williamson County Purchasing policy allows for a quote to be utilized for the purchase for a period of twelve (12) months, per Local Government Code 262.0245. Department Point of Contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form 1295 Ash Grove Cement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/06/2024 07:13 AM
County Judge Exec Asst.	Becky Pruitt	06/06/2024 08:31 AM
Purchasing (Originator)	Joy Simonton	06/12/2024 03:41 PM
Form Started By: Fernando Ramirez		Started On: 06/03/2024 10:58 AM
Final Approval Date: 06/12/2024		

WILLIAMSON COUNTY QUOTE FORM

PORTLAND CEMENT FOR WILLIAMSON COUNTY ROAD AND BRIDGE DIVISION

NAME OF VENDOR: ___Ash Grove Cement_____

Mailing Address: _____7781 F.M. 1102_____

City: ___New Braunfels_____ State: ____TX_____ Zip:___78132_____

Email Address: _dewitt.carnes@ashgrove.com_____

Telephone: (____512____) _658-5268_____ Fax: (_____) _____ _____

Mobile Phone: (_____512___) _____658-5268_____

ITEM #	DESCRIPTION	UNIT	EXPECTED QUANTITY	UNIT PRICING – DELIVERED TO CENTRAL MAINTENANCE FACILITY[1]	UNIT PRICING DELIVERED TO PROJECT SITE WITHIN WILCO AND SPREAD	UNIT PRICING - PICKED UP
1	Portland Cement Type I/II	Ton	3,500	$200.00/ton Plus freight: $23.56/ton Plus fuel surcharge (see table)	$200.00/ton Plus freight and fuel surcharge (See tables)	$200.00/ton
2	Portland Cement Type I/II	Bag[2]	200			

Note 1: Wilco Central Maintenance Facility, Road and Bridge, 3151 SE Inner Loop, Georgetown, TX 78626
Note 2: Bag size shall be 94 lb.

_____ Date: ___May 9, 2024_____
Signature of Person Authorized to Sign

Printed Name and Title of Signer: _____DeWitt Carnes – Sales Manager_____

Hunter Rates

Hunter Market	
Miles	Rate
0-30	$ 10.60
31-40	$ 12.48
41-50	$ 15.34
51-60	$ 17.82
61-70	$ 19.58
71-80	$ 21.72
81-90	$ 23.56
91-100	$ 25.71
101-110	$ 26.47
111-120	$ 27.03
121-130	$ 28.66
131-140	$ 31.12
141-150	$ 32.31
151-160	$ 33.32
161-170	$ 34.17

$200 Spread Fee per load

$95 Detention per hour

Anything outside of the 170 mile will be bid individually
Minimum of 24 tons applied on all loads

$2.40 Fuel Table		
Cost of Fuel		Surcharge
$ 2.40	$ 2.49	1%
$ 2.50	$ 2.59	2%
$ 2.60	$ 2.69	3%
$ 2.70	$ 2.79	4%
$ 2.80	$ 2.89	5%
$ 2.90	$ 2.99	6%
$ 3.00	$ 3.09	7%
$ 3.10	$ 3.19	8%
$ 3.20	$ 3.29	9%
$ 3.30	$ 3.39	10%
$ 3.40	$ 3.49	11%
$ 3.50	$ 3.59	12%
$ 3.60	$ 3.69	13%
$ 3.70	$ 3.79	14%
$ 3.80	$ 3.89	15%
$ 3.90	$ 3.99	16%
$ 4.00	$ 4.09	17%
$ 4.10	$ 4.19	18%
$ 4.20	$ 4.29	19%
$ 4.30	$ 4.39	20%
$ 4.40	$ 4.49	21%
$ 4.50	$ 4.59	22%
$ 4.60	$ 4.69	23%
$ 4.70	$ 4.79	24%
$ 4.80	$ 4.89	25%
$ 4.90	$ 4.99	26%
$ 5.00	$ 5.09	27%
$ 5.10	$ 5.19	28%
$ 5.20	$ 5.29	29%
$ 5.30	$ 5.39	30%
$ 5.40	$ 5.49	31%
Fuel Surcharged will be figured and based from the Gulf Coast DOE Fuel Rate (Diesel)		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1170899

Date Filed:
06/04/2024

Date Acknowledged:
06/05/2024

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

ash grove cement
New Braunfels, TX United States

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

williamson county

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

2024214
type 1L Portland Cement

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1170899

Date Filed:
06/04/2024

Date Acknowledged:

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

ash grove cement
New Braunfels, TX United States

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

williamson county

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

2024214
type 1L Portland Cement

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

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

6 UNSWORN DECLARATION

My name is DeWitt CARNes, and my date of birth is [redacted]

My address is [redacted] (street), NEW BRAUNFELS (city), TX (state), 78132 (zip code), USA (country)

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

Executed in COMAL County, State of Texas, on the 4 day of June (month), 2024 (year)

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

Commissioners Court - Regular Session **18.**

Meeting Date: 06/18/2024

Diamond 24RFSQ13 WA1 SA1 On Call Land Surveying

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 1 to Work Authorization No 1 under Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated March 19, 2024 for Land Surveying Services. This supplemental is to increase the maximum amount payable to $50,000.00. Funding source: 01.0200.0210.004150.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 24RFSQ13 WA1 SA1 On Call Land Surveying

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/11/2024 03:34 PM
County Judge Exec Asst.	Becky Pruitt	06/11/2024 03:37 PM
Form Started By: Vicky Edwards		Started On: 06/11/2024 01:56 PM
Final Approval Date: 06/11/2024		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Land Surveying Services

This Supplemental Work Authorization No. _1__ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **March 19, 2024** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _1___ dated effective **April 9, 2024** (the "Work Authorization");

WHEREAS, pursuant to 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 Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$25,000.00** to **$50,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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 Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM: Diamond Surveying, Inc.

By: _____
Signature

Shane Shafer
Printed Name

President
Title

6/11/2024
Date

COUNTY: Williamson County

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

_____
Date

Attachment C - Work Schedule

Diamond Surveying will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **19.**

Meeting Date: 06/18/2024

Walker 24RFSQ13 WA1 On Call Land Surveying Services

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $25,000.00 to expire on July 31, 2026 under Williamson County Contract for Surveying Services between Walker Texas Surveyors and Williamson County dated March 19, 2024 for On Call Land Surveying Services. Funding source: 01.0200.0210.004150.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walker 24RFSQ13 WA1 On Call Land Surveying Services

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/11/2024 03:34 PM
County Judge Exec Asst.	Becky Pruitt	06/11/2024 03:37 PM
Form Started By: Vicky Edwards		Started On: 06/11/2024 02:05 PM
Final Approval Date: 06/11/2024		

WORK AUTHORIZATION NO. 1
PROJECT: On Call Land Surveying Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **March 19, 2024** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Walker Texas Surveyors, Inc.** (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$25,000.00**.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **July 31, 2026**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this _____.

SURVEYOR:

Walker Texas Surveyors, Inc

By: Karen J Walker
Signature

Karen J. Walker
Printed Name

President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

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

Attachment B - Services to be Provided by Surveyor

Surveyor will perform field and office work to provide Professional Surveying Services on an On Call basis as needed for survey tasks.

Attachment C - Work Schedule

Walker Texas Surveyors will provide a work schedule for the assigned tasks.

Attachment D - Fee Schedule

Please see next page.

RATE SCHEDULE

Walker Texas Surveyors, Inc.

Effective January 1, 2024, the following rates apply for work performed on an hourly-charge basis.

DIRECT LABOR

Classification	Rates
RPLS	$180.00 per hour
Project Manager	$210.00 per hour
Field Coordinator	$150.00 per hour
Senior Survey Technician	$145.00 per hour
CAD Draftsman	$110.00 per hour
Administrative/Research	$90.00 per hour
One (1) Person Field Crew	$155.00 per hour
Two (2) Person Field Crew	$210.00 per hour
Additional Crewmember	$55.00 per hour
Aerial Drone Operations	$375.00 per hour
Extra Vehicle – ATV/4 Wheeler	$300.00 per day

DIRECT EXPENSES

Transportation:	Current IRS Rate
By Firm's Passenger Vehicles (Note 1)	
By Firm's Survey Trucks (Notes 1, 2, 3, & 4)	

Notes:

1. A mileage charge will be billed for projects exceeding a 50-mile radius of the base office only.
2. Field Party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
3. A minimum of two hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
4. Field Crew stand-by time will be charged for at the above-shown appropriate rates.

Commissioners Court - Regular Session **20.**

Meeting Date: 06/18/2024

WSB T2444 WA2 SA1 CR 201

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 1 to Work Authorization No 2 under Williamson County Contract between WSB & Associates, Inc. dba WSB Engineers and Surveyors, Inc. and Williamson County dated March 9, 2021 for CR 201 From CR 200 to Umbrella Sky. Funding source: P499.

Background

This supplemental is to extend the expiration date to August 4, 2025.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WSB T2444 WA2 SA1 CR 201

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/12/2024 10:41 AM
County Judge Exec Asst.	Becky Pruitt	06/13/2024 08:38 AM
Form Started By: Vicky Edwards		Started On: 06/12/2024 09:05 AM
Final Approval Date: 06/13/2024		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 2

PROJECT:
CR 201 FROM CR 200 TO UMBRELLA SKY

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 9, 2021 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and WSB & Associates, Inc. dba WSB Engineers and Surveyors, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective April 26, 2023 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Work Authorization shall terminate on August 4, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

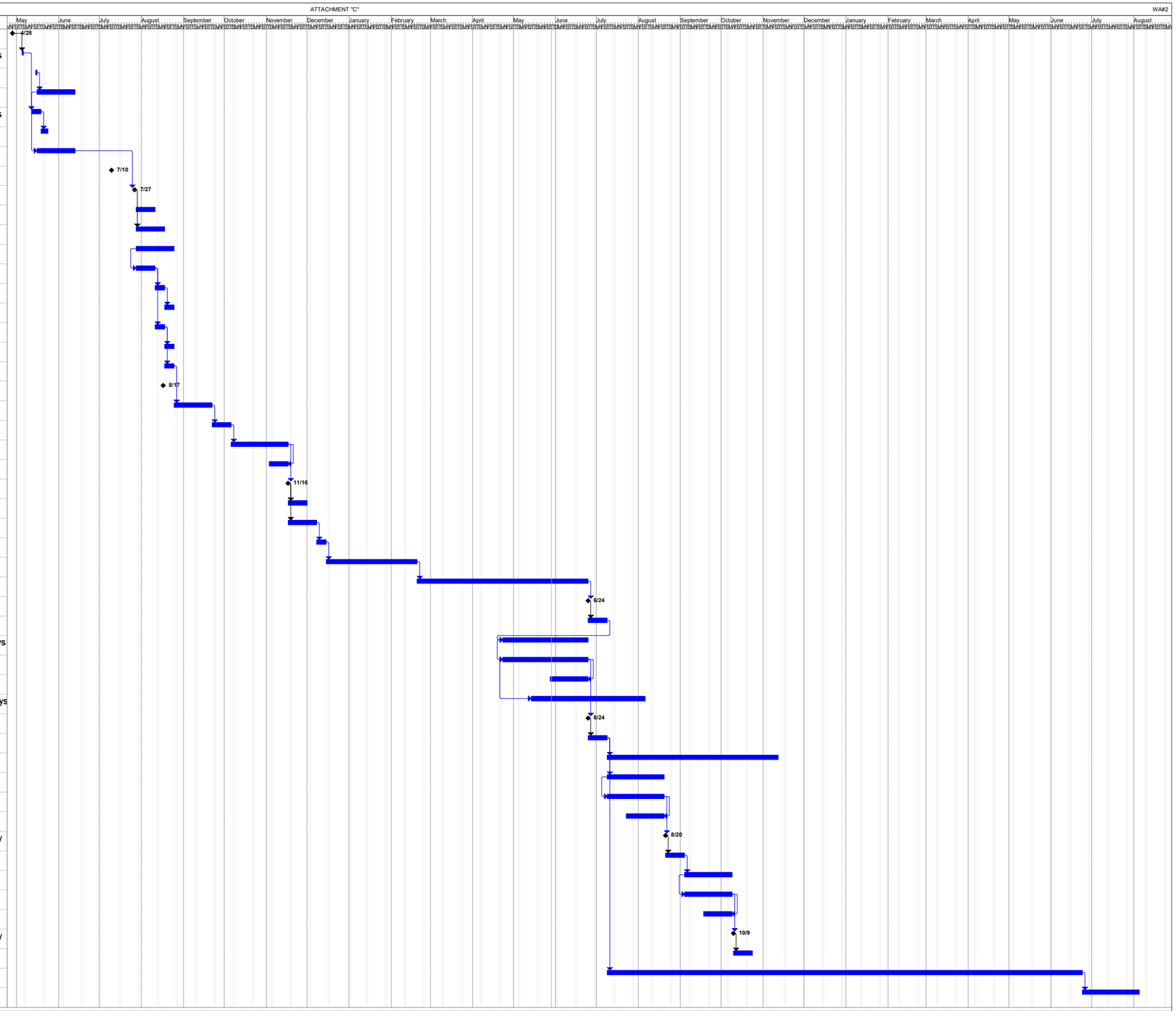
ENGINEER:	**COUNTY:**
By: Daniel A. Rogers	By: _____
Signature	Signature
Daniel A. Rogers	_____
Printed Name	Printed Name
Principal	_____
Title	Title
5/29/2024	_____
Date	Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 5:09 pm, Jun 11, 2024

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Notice To Proceed**	0 days	Fri 4/28/23	Fri 4/28/23	
2	Kick-Off Meeting	1 day	Fri 5/5/23	Fri 5/5/23	1FS+2 days
3	Receive TOPO survey data	1 day	Mon 5/15/23	Mon 5/15/23	
4	**Develop Revised Ultimate Schematic**	20 days	Tue 5/16/23	Mon 6/12/23	3
5	Data Collection	5 days	Fri 5/12/23	Thu 5/18/23	2FS+4 days
6	Develop Design Criteria	3 days	Fri 5/19/23	Tue 5/23/23	5
7	Develop revised schematic	20 days	Tue 5/16/23	Mon 6/12/23	4SS
8	Receive ROW Survey Data	0 days	Mon 7/10/23	Mon 7/10/23	
9	Submit updated ultimate schematic	0 days	Thu 7/27/23	Thu 7/27/23	7FS+1 day
10	GEC review of updated ultimate schematic	10 days	Fri 7/28/23	Thu 8/10/23	
11	Wilco review of updated ultimate schematic	15 days	Fri 7/28/23	Thu 8/17/23	9
12	**Schematic Development**	20 days	Fri 7/28/23	Thu 8/24/23	
13	Develop roadway geometrics	10 days	Fri 7/28/23	Thu 8/10/23	12SS
14	Develop cross sections	5 days	Fri 8/11/23	Thu 8/17/23	13
15	Develop schematic layout	5 days	Fri 8/18/23	Thu 8/24/23	14
16	Hydrologic Study and Modeling	5 days	Fri 8/11/23	Thu 8/17/23	13
17	Hydraulic Study and Modeling	5 days	Fri 8/18/23	Thu 8/24/23	16
18	Impact and Mitigation Analysis	5 days	Fri 8/18/23	Thu 8/24/23	16
19	Interim Design Review	0 days	Thu 8/17/23	Thu 8/17/23	
20	Analyze alternative pond configurations	20 days	Fri 8/25/23	Thu 9/21/23	18
21	Update Interim Hydraulics	10 days	Fri 9/22/23	Thu 10/5/23	20
22	Update Interim Schematic	30 days	Fri 10/6/23	Thu 11/16/23	21
23	Update and Finalize Interim Drainage Study	10 days	Fri 11/3/23	Thu 11/16/23	22FF
24	Submittal of Schematic & Drainage Study	0 days	Thu 11/16/23	Thu 11/16/23	22
25	GEC review of Schematic Submittals	10 days	Fri 11/17/23	Thu 11/30/23	24
26	Wilco review of Schematic Submittals	15 days	Fri 11/17/23	Thu 12/7/23	24
27	Receive/respond to interimschematic comments	5 days	Fri 12/8/23	Thu 12/14/23	26
28	Update Interim Schematic	47 days	Fri 12/15/23	Mon 2/19/24	27
29	Update Drainage Design and re-set Pond ROW	90 days	Tue 2/20/24	Mon 6/24/24	28
30	**Resubmit Final Schematic**	0 days	Mon 6/24/24	Mon 6/24/24	29
31	GEC review of Schematic Submittals	10 days	Tue 6/25/24	Mon 7/8/24	30
32	**Develop 60% PS&E**	45 days	Tue 4/23/24	Mon 6/24/24	31FS-55 days
33	Develop Roadway PS&E	45 days	Tue 4/23/24	Mon 6/24/24	32SS
34	Develop Drainage PS&E	20 days	Tue 5/28/24	Mon 6/24/24	33FF
35	Develop TCEQ Permitting documentation	60 days	Tue 5/14/24	Mon 8/5/24	33SS+15 days
36	Submit 60% PS&E Package	0 days	Mon 6/24/24	Mon 6/24/24	33
37	County review of 60% Submittal	10 days	Tue 6/25/24	Mon 7/8/24	36
38	Coordinate Utility Relocation Efforts	90 days	Tue 7/9/24	Mon 11/11/24	37
39	**Develop 90% PS&E**	30 days	Tue 7/9/24	Mon 8/19/24	37
40	Develop Roadway PS&E	30 days	Tue 7/9/24	Mon 8/19/24	39SS
41	Develop Drainage PS&E	20 days	Tue 7/23/24	Mon 8/19/24	40FF
42	Submit 90% PS&E Package	0 days	Tue 8/20/24	Tue 8/20/24	40FS+1 day
43	County review of 90% Submittal	10 days	Wed 8/21/24	Tue 9/3/24	42
44	**Develop 100% PS&E**	25 days	Wed 9/4/24	Tue 10/8/24	43
45	Develop Roadway PS&E	25 days	Wed 9/4/24	Tue 10/8/24	44SS
46	Develop Drainage PS&E	15 days	Wed 9/18/24	Tue 10/8/24	45FF
47	Submit 100% PS&E Package	0 days	Wed 10/9/24	Wed 10/9/24	45FS+1 day
48	County review of 100% Submittal	10 days	Thu 10/10/24	Wed 10/23/24	47
49	ROW Acquisition (by others)	250 days	Tue 7/9/24	Mon 6/23/25	37
50	Develop Bid Documents	30 days	Tue 6/24/25	Mon 8/4/25	49



Project: CR 201/Williamson County
Date: Wed 5/29/24

Task, Split, Milestone, Summary, Project Summary, External Tasks, External Milestone, Inactive Task, Inactive Milestone, Inactive Summary, Manual Task, Duration-only, Manual Summary Rollup, Manual Summary, Start-only, Finish-only, Progress, Deadline

Commissioners Court - Regular Session **21.**

Meeting Date: 06/18/2024

Landfill Tipping Fee

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on proposed landfill tipping fee rate increases.

Background

Per Article III, Section 3.2 of the Landfill Agreement, Waste Management may proposed a Tip Fee rate increase once per fiscal year.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Landfill Tipping Fee

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/13/2024 03:05 PM
County Judge Exec Asst.	Becky Pruitt	06/14/2024 08:37 AM
Form Started By: Vicky Edwards		Started On: 06/13/2024 10:02 AM
Final Approval Date: 06/14/2024		

WASTE MANAGEMENT
9900 Giles Lane
Austin, TX 78754
(512) 272-9387
(512) 272-9370 Fax

June 11, 2024

The Honorable Bill Gravell
Williamson County Judge
Williamson County Courthouse
710 Main Street
Georgetown, Texas 78626

Subject: Williamson County Landfill Price Adjustment

Dear Judge Gravell:

Pursuant to Article III, Section 3.2 of the March 3, 2009, Williamson County Landfill Operation Agreement between Williamson County and Waste Management of Texas, Inc., Waste Management may increase the Tip Fee with advance written notice to the County. The purpose of this letter is to notify the County that based upon current market conditions a $3.00 per ton or 6% Tip Fee adjustment will be effective August 1, 2024.

Current Tip Fee:
$49.90 per ton + TCEQ fee, Williamson County fees, and fuel surcharge, if applicable

New Tip Fee Effective June 1, 2023:
$52.90 per ton + TCEQ fee, Williamson County fees, and fuel surcharge, if applicable

The Tip Fee for all cars and pickups without trailers will increase from at a flat rate of $40.00/vehicle plus Fees to $45.00/ton plus Fees. A one-ton minimum will apply to all other vehicles plus applicable fees. The *brush* rate will also increase effective August 1, 2024, from $8.50/cubic yard to $9.50/cubic yard. The County funds and host fees that are passed through to County will increase from $2.99/ton to $3.17/ton once the new Tip Fee takes effect.

Other Fees that will increase are as follows.

No-Tarp Fee will increase from $25/load to $30/load.
Pull-Off Fee will increase from $25/load to $30/load.

Effective August 1st, cash will no longer be accepted. Only credit accounts, credit cards, debit cards or pre-paid debit cards will be accepted for payment.

Please feel free to contact me at 512-748-4235 should you have any questions or comments. As always, Waste Management looks forward to continuing to serve Williamson County.

Sincerely,

James "Bubba" Smith
Area Manager of Disposal Operations
Waste Management of Texas, Inc.

Commissioners Court - Regular Session **22.**

Meeting Date: 06/18/2024

SAM 24RFSQ13 WA1 On Call Land Surveying Services

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire July 31, 2026 under Williamson County Contract for Surveying Services between Surveying And Mapping, LLC and Williamson County dated March 19, 2024 for On Call Land Surveying Services. Funding source: 01.0200.0210.004150.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM 24RFSQ13 WA1 On Call Land Surveying Services

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/13/2024 12:18 PM
County Judge Exec Asst.	Becky Pruitt	06/14/2024 08:37 AM
Form Started By: Vicky Edwards		Started On: 06/13/2024 10:23 AM
Final Approval Date: 06/14/2024		

WORK AUTHORIZATION NO. 1
PROJECT: On Call Land Surveying Services

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

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

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

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **July 31, 2026**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this _____.

SURVEYOR:

Surveying and Mapping,LLC

Donald J. Zdancewicz

Digitally signed by Donald J. Zdancewicz
DN: C=US, E=donald.zdancewicz@sam.biz, O="Surveying and Mapping, LLC", OU=Survey, CN=Donald J. Zdancewicz
Date: 2024.06.13 09:33:50-05'00'

By: _____
Signature

Donald J. Zdancewicz
Printed Name

Austin Survey Department Manager
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

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

Attachment B - Services to be Provided by Surveyor

Surveyor will perform field and office work to provide Professional Surveying Services on an On Call basis as needed for survey tasks.

Attachment C - Work Schedule

Surveying And Mapping will provide a work schedule for the assigned tasks.

Attachment D - Fee Schedule

Please see next pages.

EXHIBIT D

RATE SCHEDULE

STANDARD RATE SCHEDULE
AUSTIN 2024
Effective January 1, 2024

SURVEY OFFICE PERSONNEL RATES:

Principal/Department Manager $300.00 per hour
Senior Project Manager $250.00 per hour
Project Manager $205.00 per hour
Staff Surveyor $190.00 per hour
Phase Manager $170.00 per hour
Project Coordinator $150.00 per hour
Senior Survey Technician $135.00 per hour
Survey Technician $120.00 per hour
Project Specialist $125.00 per hour
Administration / Clerical Support $105.00 per hour

SURVEY FIELD CREW RATES:

One (1) Person Survey Field Crew $135.00 per hour
Two (2) Person Survey Field Crew $185.00 per hour
Three (3) Person Survey Field Crew $260.00 per hour
Field Coordinator $140.00 per hour
Field Ops Manager $195.00 per hour
Additional Rodperson, Chainperson or Flagperson $80.00 per hour

GEOSPATIAL OFFICE PERSONNEL RATES:
Director/Operations Manager $360.00 per hour
Senior Project Manager $275.00 per hour
Acquisition Manager $240.00 per hour
Project Manager $210.00 per hour
Aircraft Pilot $205.00 per hour
Two (2) Person UAS Crew – Unmanned Pilot & Observer $235.00 per hour
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers $365.00 per hour
Photogrammetrist / Project Lead /sensor operator (Tech3) $135.00 per hour
Acquisition / Calibration / Aerial Triangulation Technician (Tech2) $120.00 per hour
LiDAR / Photogrammetry Technician (Tech1) $105.00 per hour

SURVEY EQUIPMENT RATES:

GPS Receiver $10.00 per hour
ATV $25.00 per hour
SX-10 $35.00 per hour
Digital Level $5.00 per hour
Aluminum Boat $15.00 per hour
VM810 Survey $5.75 per hour
RD8100 Survey $11.25 per hour
SPAR 300 Kit $5.00 per hour
Weather Station $6.00 per hour
Tier 1 HDS Scanner (BLK360 & Faro) $33.00 per hour
Robotic Total Station S-7 $20.00 per hour
Robotic Total Station S-9 $20.00 per hour

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Surveyor may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Surveyor for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Commissioners Court - Regular Session **23.**

Meeting Date: 06/18/2024

Preliminary plat for the RCG 48 subdivision – Pct 4

Submitted For: Adam Boatright **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 RCG 48 subdivision – Precinct 4.

Background

This proposed subdivision consists of 15 commercial lots, 3 drainage lots and 3,309 linear feet of new public roads.

Timeline

2024-03-25 – initial submittal of the preliminary plat
2024-04-24 – 1st review complete with comments
2024-05-02 – 2nd submittal of preliminary plat
2024-05-17 – 2nd review complete with comments
2024-05-22 – 3rd submittal of preliminary plat
2024-06-06 – 3rd review complete with comments
2024-06-11 – 4th submittal of preliminary plat
2024-06-13 – 4th review complete with comments clear
2024-06-13 – preliminary placed on the June 18, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Preliminary Plat - RCG-48

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 11:36 AM
Form Started By: Adam Boatright		Started On: 06/13/2024 10:40 AM
Final Approval Date: 06/13/2024		

ORIGINAL SUBMITTAL DATE
FIRST SUBMITTAL MARCH 25, 2024

LEGAL DESCRIPTION
AW0426 MCQUEEN, J. SUR., ACRES 47.985

WATERSHED STATUS
THIS SIGHT IS LOCATED IN THE GRANGER LAKE-SAN GABRIEL WATERSHED OF THE BRAZOS RIVER BASIN

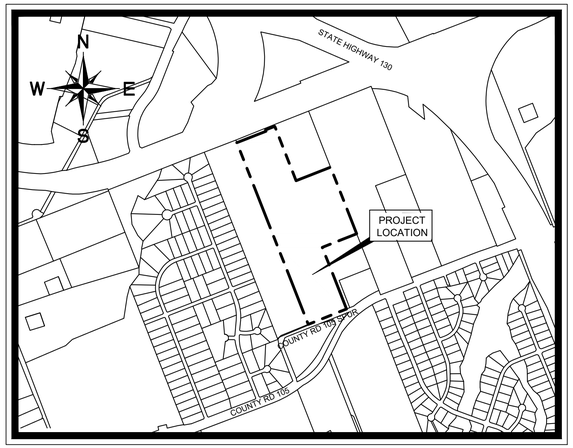
GENERAL PLAN NOTES:

1. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE REGISTERED PROFESSIONAL ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS THE CITY OF SAN MARCOS MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
2. NO PORTION OF THIS SITE IS LOCATED WITHIN THE 100YR FLOOD PLAIN, AS DESCRIBED IN FEMA FIRM NO. 48491C0505F, DATED DECEMBER 20, 2019, WILLIAMSON COUNTY, TX.
3. "PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES"
4. ALL LOTS WILL BE SERVED BY SEPTIC
5. WATER SERVICE TO BE PROVIDED BY: JONAH WATER

PRELIMINARY SUBDIVISION PLAT
FOR
RCG 48
717 COUNTY ROAD 105 SPUR
WILLIAMSON COUNTY, TX 78634

STREET SUMMARY

STREET	TYPE	ROW	STREET LENGTH	SPEED DESIGN	PAVEMENT WIDTH	URBAN/RURAL	PUBLIC/PRIVATE
BISHOP BLVD	COLLECTOR	60'	2749'	35 MPH	34'	RURAL	PUBLIC
STOKES ST	COLLECTOR	60'	560'	35 MPH	34'	RURAL	PUBLIC



VICINITY MAP
SCALE: 1" = 1,000'

SHEET INDEX

Sheet Number	Sheet Title
1	COVER SHEET
2	OVERALL PRELIMINARY PLAT
3	PLAT SHEET
4	EXISTING CONDITIONS AND DEMO PLAN
5	EXISTING DRAINAGE AREA MAP
6	PROPOSED DRAINAGE AREA MAP
7	POND PLAN
8	STORM PLAN
9	WATER PLAN
10	STREET CROSS SECTIONS

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

BENJAMIN L. GREEN, PE _____ DATE _____

OWNER:
REAL INTERNATIONAL REALTY
11700 JOLLEYVILLE RD
AUSTIN, TX 78759
PH: (713) 623-2854
ATTN: LYNN YUAN

ENGINEER:
KIMLEY-HORN & ASSOCIATES
5301 SOUTHWEST PKWY, BUILDING 2, SUITE 100
AUSTIN, TX 78735
PH: (512) 646-2243
ATTN: BEN GREEN

SURVEYOR
KIMLEY-HORN & ASSOCIATES
400 N. OKLAHOMA DR., SUITE 105
CELINA, TX 75009
PH: (972) 703-9693
ATTN: MICHAEL SWAYNE

UTILITY CONTACTS:
1. TELECOM COMPANY. **OPTIMUM**
2. ELECTRIC COMPANY. **BETTY HARRIS, ONCOR, 682-600-4761**
3. WATER. **JONAH WATER, 512-759-1286**

PREPARED BY:
Kimley»Horn
5301 SOUTHWEST PARKWAY, BUILDING 2, SUITE 100
AUSTIN, TEXAS 78735
CERTIFICATE OF REGISTRATION #928
Tel. No. (512) 418-1771
Fax No. (512) 418-1791

Plotted By:Bishop, Ryan Date:June 10, 2024 02:37:20pm File Path:K:\SAT_Civil\069290903 - RCG 48\Cad\Preliminary\PlanSheets\C - Cover Sheet.dwg
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No.	REVISIONS	DATE	BY

Kimley»Horn
5301 SOUTHWEST PKWY, BUILDING 2, SUITE 100 AUSTIN, TEXAS 78735
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TX REGISTERED ENGINEERING FIRM F-928

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Kimley»Horn
Engineer CHANDLER C. BANKS
P.E. No. 151967 Date 06/10/24

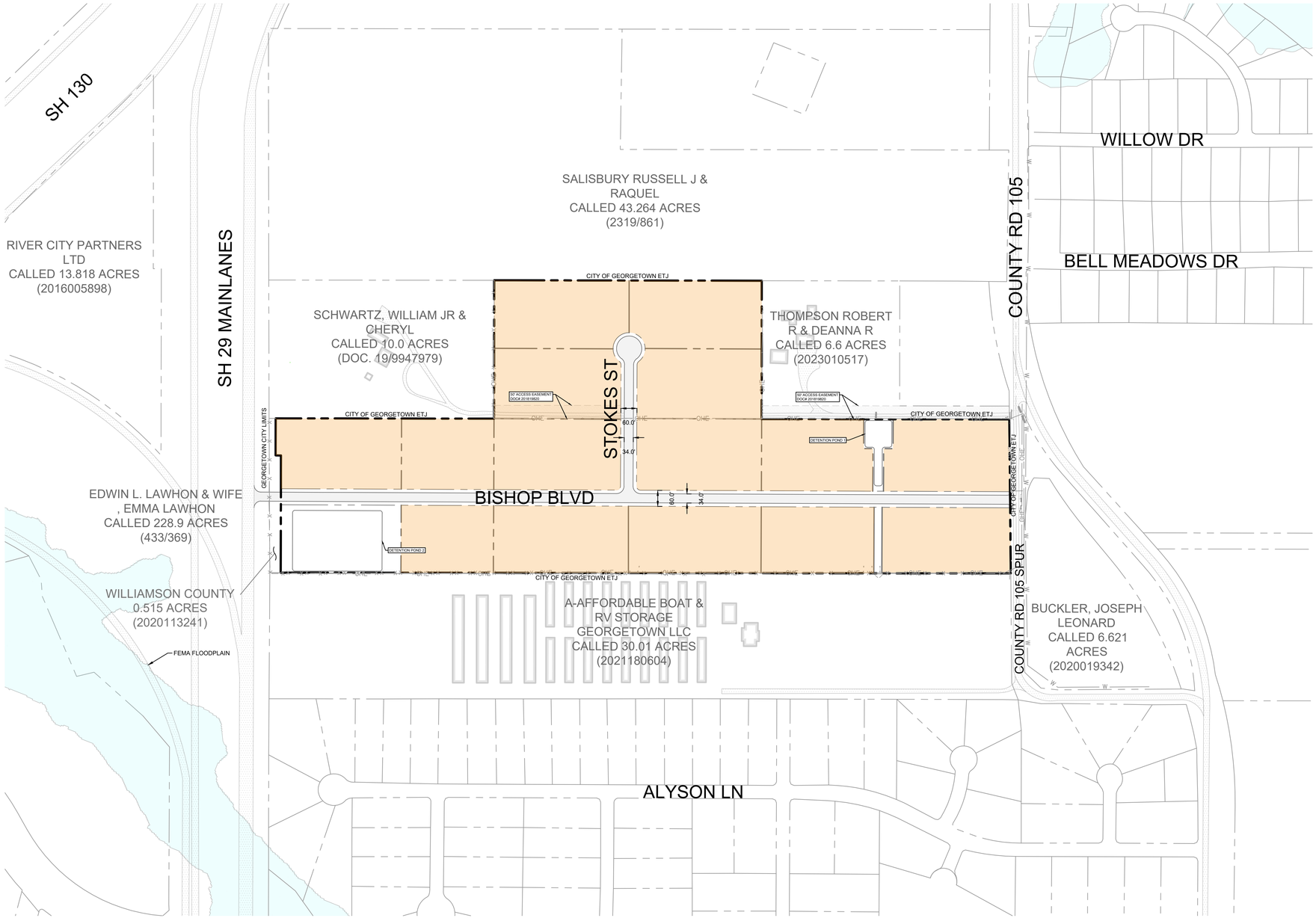
06/10/2024

KHA PROJECT 069290903	DATE JUNE 2024	SCALE: AS SHOWN	DESIGNED BY: CCB	DRAWN BY: SR	CHECKED BY: BLG

COVER SHEET

RCG 48
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
1 OF 10



0 200' 400'
GRAPHIC SCALE 200'

LEGEND

LOT DATA TABLE		
DESCRIPTION	LOTS	ACRES
RIGHT- OF- WAY	-	4.67
DRAINAGE LOTS	3	3.21
COMMERCIAL LOTS	15	40.12
TOTAL	18	48

NOTE:

1. ALL LOTS WILL HAVE 15' P.U.E. OR 15' JONAH WATER EASEMENT ALONG STREET FRONTAGE.

COMMERCIAL LOTS

FEMA FLOODPLAIN

BENCHMARKS

TBM:		
BM 1	BM 2	BM 3
N:10195355.68'	N:10195479.77'	N:10195575.41'
E:3152716.81'	E:3153021.86'	E:3153265.83'
ELEV:766.94'	ELEV:760.78'	ELEV:753.30'

No.	REVISIONS	DATE	BY

Kimley»Horn
5301 SOUTHWEST PKWY, BUILDING 2, SUITE 100 AUSTIN, TEXAS 78735
PHONE: 512-418-1771 FAX: 512-418-1791
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TBPE Firm No. 928
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Engineer: CHANDLER C. BANKS
P.E. No. 151967 Date: 06/10/24

06/10/2024

KHA PROJECT 069290903	DATE JUNE 2024	SCALE: AS SHOWN	DESIGNED BY: CCB	DRAWN BY: SR	CHECKED BY: BLG

OVERALL PRELIMINARY PLAT

RCG 48
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
2 OF 10

Plotted By:Bishop, Ryan Date:June 10, 2024 02:37:34pm File Path:K:\SAU_Civil\069290903 - RCG 48\Civil\Preliminary\PlanSheets\C - Phasing Plan.dwg
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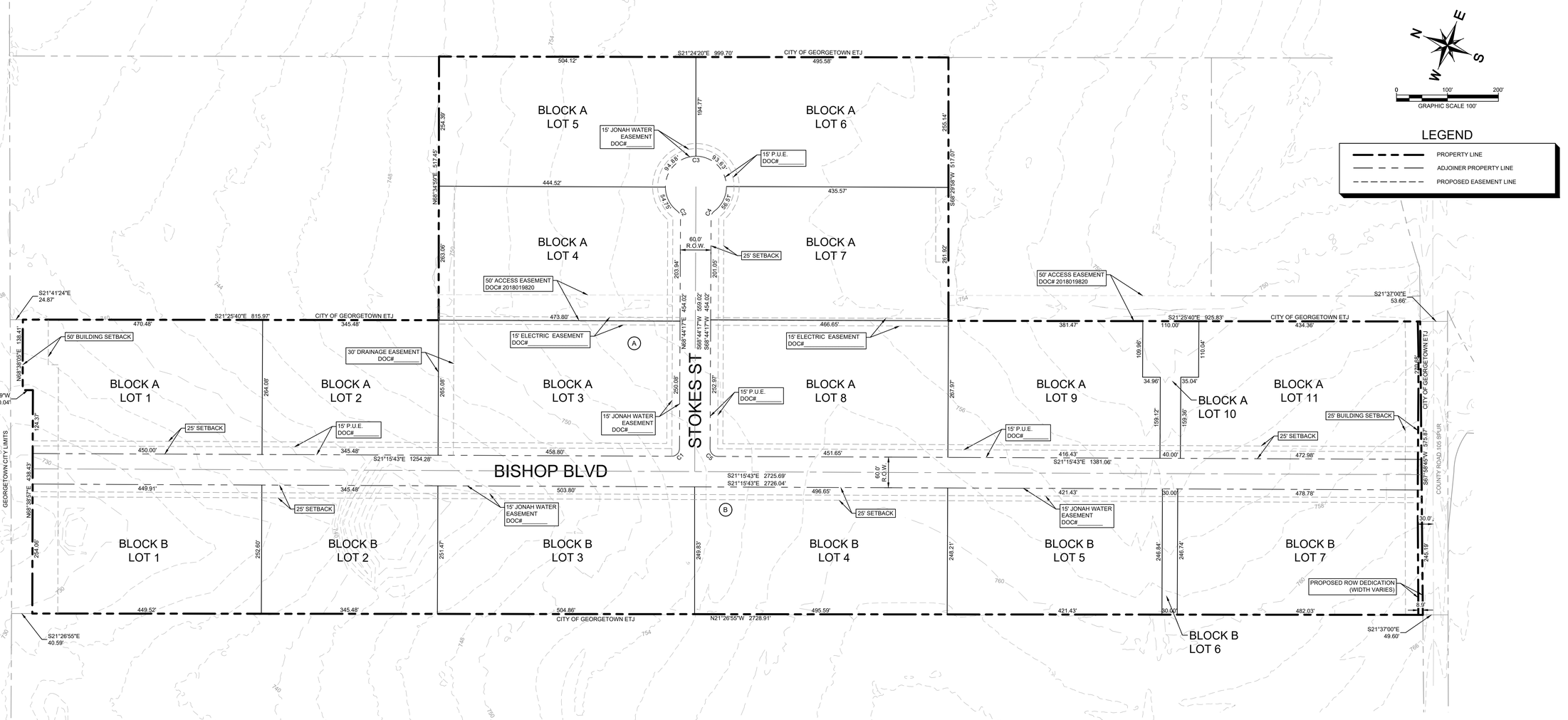


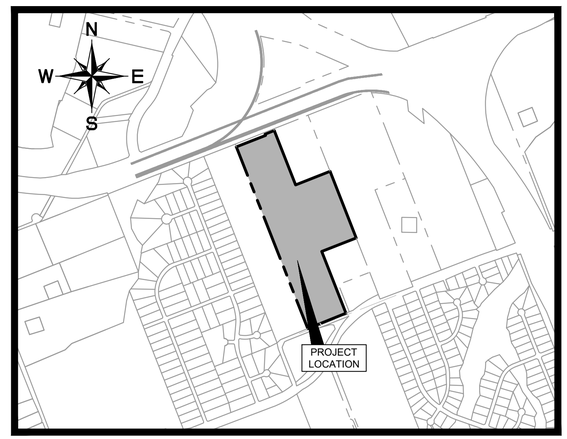
BLOCK A LOT TABLE		
LOT NO.	ACRES	SQ. FT.
1	2.786	121,372
2	2.098	91,408
3	2.882	125,546
4	2.838	123,642
5	2.887	125,740
6	2.832	123,349
7	2.776	120,941
8	2.870	125,002
9	2.479	107,997
10	0.424	18,469
11	2.832	123,356

BLOCK B LOT TABLE		
LOT NO.	ACRES	SQ. FT.
1	2.615	113,925
2	1.999	87,074
3	2.902	126,410
4	2.836	123,544
5	2.395	104,314
6	0.170	7,404
7	2.713	118,158

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	15.00'	23.56'	S66°15'43"E	21.21'	90°00'00"	15.00'
C2	15.00'	13.91'	N42°10'23"E	13.42'	53°07'48"	7.50'
C3	60.00'	299.77'	S21°15'43"E	72.00'	286°15'37"	45.00'
C4	15.00'	13.91'	N84°41'49"W	13.42'	53°07'48"	7.50'
C5	15.00'	23.56'	S23°44'17"W	21.21'	90°00'00"	15.00'

NOTE:

1. THIS IS A COMMERCIAL SUBDIVISION AND THERE WILL BE NO RESIDENTIAL DEVELOPMENT ONSITE.
2. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
3. WATER SERVICE IS PROVIDED BY: JONAH WATER
4. A DRIVEWAY PERMIT WILL BE REQUIRED FOR ANY MODIFICATIONS OR RELOCATIONS OF THE EXISTING DRIVEWAYS/ACCESS OR PROPOSED DRIVEWAYS.
5. LOT 10 BLK A, LOT 1 BLK B, AND LOT 6 BLK B WILL NEVER BE SERVICED BY OSSF.
6. MAXIMUM ADT GOING THROUGH THIS SUBDIVISION SHALL NOT EXCEED 4000 ADT.



VICINITY MAP
SCALE: 1" = 1,000'

No.	REVISIONS	DATE	BY

Kimley»Horn
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78735
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TX REGISTERED ENGINEERING FIRM F-928
TBPE Firm No. 928
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Kimley»Horn
Engineer: CHANDLER C. BANKS
P.E. No. 151967 Date: 06/10/24

06/10/2024

KHA PROJECT	069290903
DATE	JUNE 2024
SCALE:	AS SHOWN
DESIGNED BY:	CCB
DRAWN BY:	SR
CHECKED BY:	BLG

PLAT SHEET

RCG 48
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
3 OF 10

Plotted By: Bishop, Ryan Date: June 10, 2024 02:38:31pm File Path: K:\SAU_Civil\069290903 - RCG 48\Civil\Preliminary\FinalSheets\C - Final Plat.dwg
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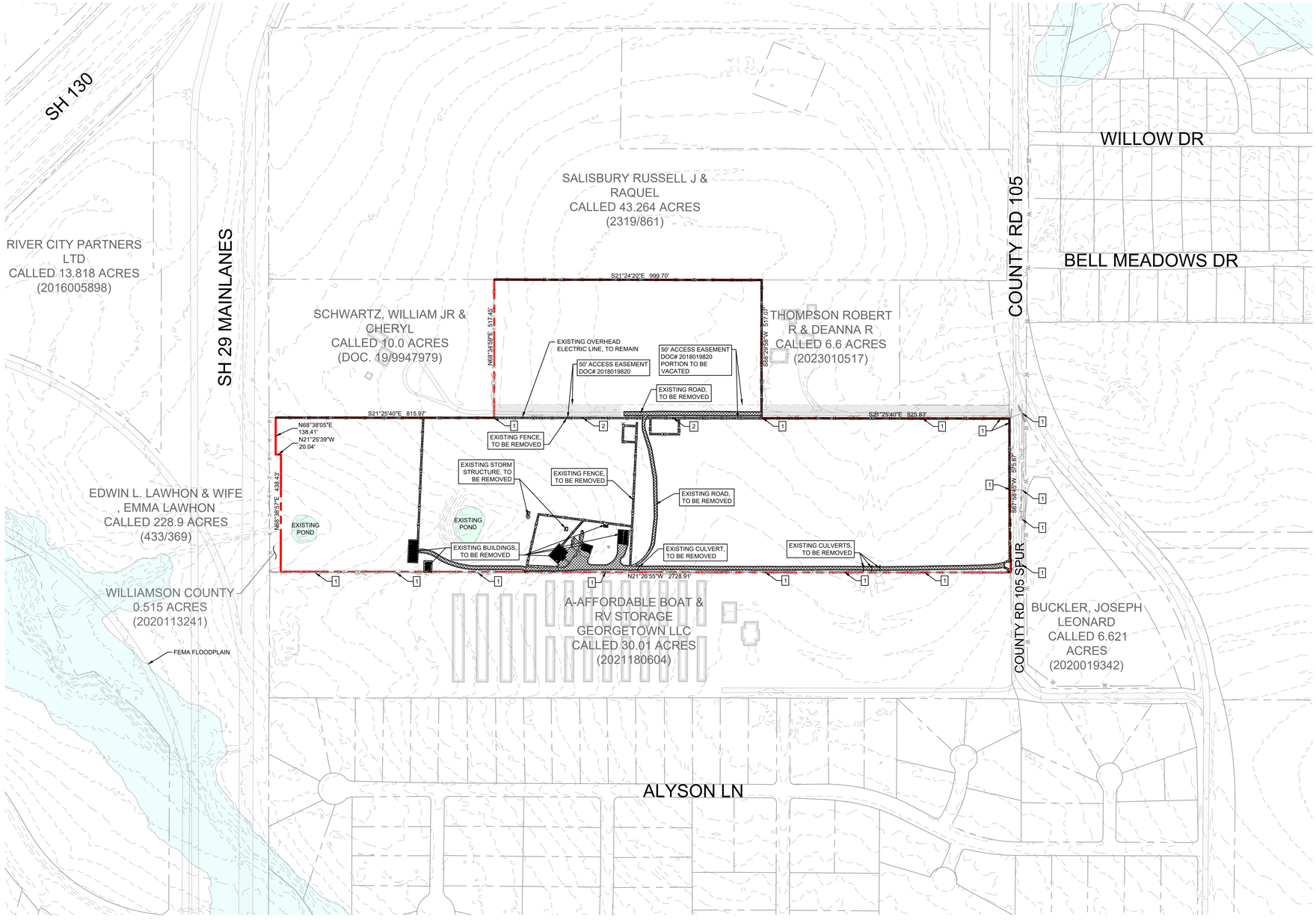

LEGEND

- PROPERTY LINE
- EXISTING OVERHEAD POWER LINE
- EXISTING WATER LINE
- EXISTING WASTEWATER LINE
- EXISTING STORM SEWER LINE
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING WASTEWATER MANHOLE
- EXISTING FENCE
- DEMOLITION AREA: ITEMS TO BE REMOVED
- TREE TO REMAIN
- TREE TO BE REMOVED
- HERITAGE TREE
- FEMA FLOODPLAIN

KEY MAP

1 = EXISTING POWER POLE, TO REMAIN

2 = EXISTING POWER POLE, TO BE REMOVED

BENCHMARKS

TBM:

BM 1	BM 2	BM 3
N:10195355.68'	N:10195479.77'	N:10195575.41'
E:3152716.81'	E:3153021.86'	E:3153265.83'
ELEV:766.94'	ELEV:760.78'	ELEV:753.30'

No.	REVISIONS	DATE	BY

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PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
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TBPE Firm No. 928

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Kimley»Horn
Engineer CHANDLER C. BANKS
P.E. No. 151967 Date 06/10/24

06/10/2024

KHA PROJECT 069290903	SCALE: AS SHOWN	DESIGNED BY: CCB
DATE JUNE 2024		DRAWN BY: SR
		CHECKED BY: BLG

EXISTING CONDITIONS AND DEMO PLAN

RCG 48
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
4 OF 10

Plotted By:Bishop, Ryan Date:June 10, 2024 02:39:05pm File Path:K:\SAU_Civil\069290903 - RCG 48\Civil\Preliminary\PlanSheets\C - Existing Conditions and Demo Plan.dwg
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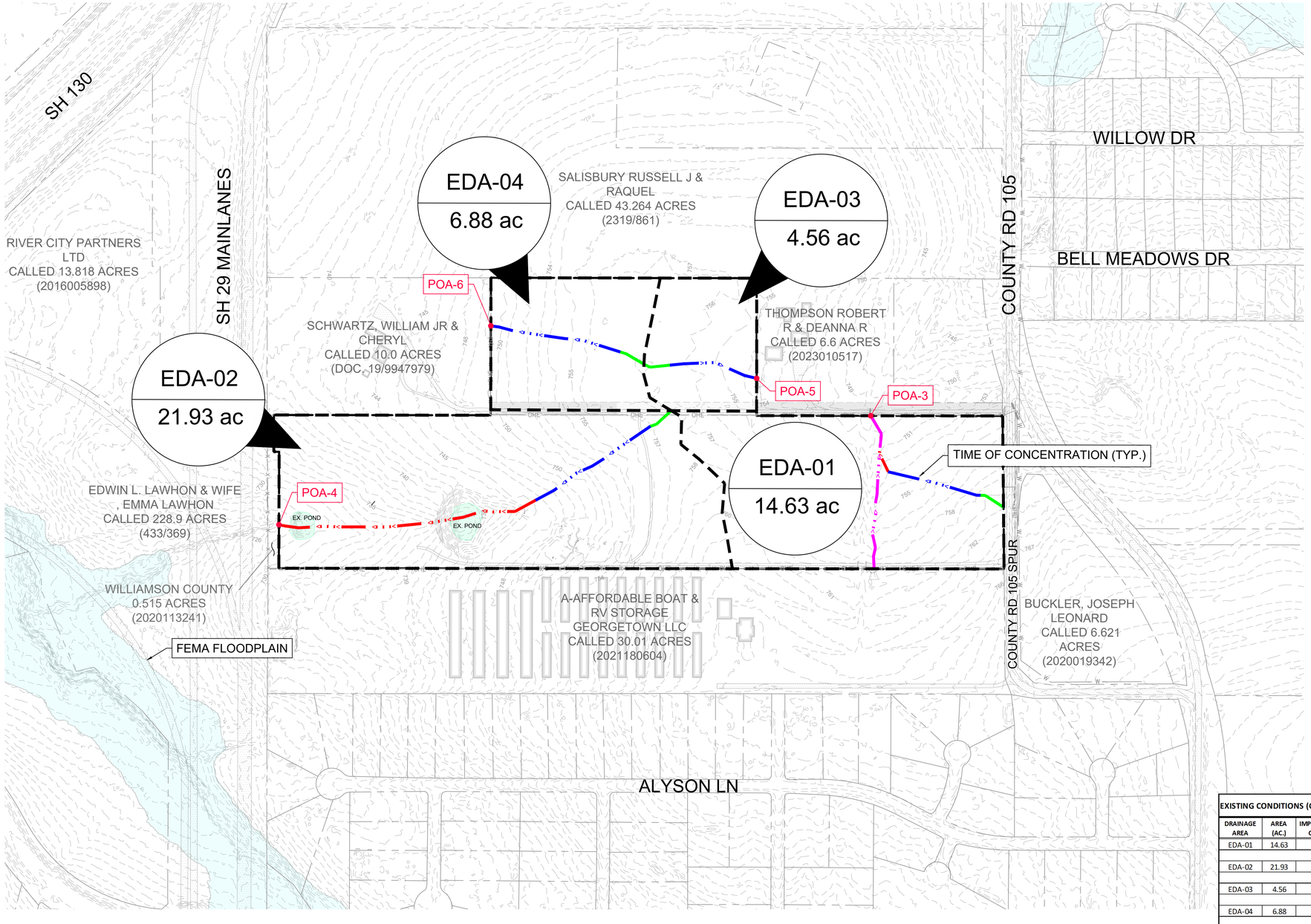

LEGEND

- X-1 / 9.9 ac — AREA DESIGNATOR, AREA IN ACRES, Q100 FLOW IN CFS
- PROPERTY LINE
- EXISTING STORM DRAIN LINE
- EXISTING DRAINAGE DIVIDE
- EXISTING STORM DRAIN INLET
- EXISTING STORM DRAIN MANHOLE
- EXISTING STORM DRAIN HEADWALL
- EXISTING FLOW DIRECTION
- EXISTING CONTOUR
- CHANNEL FLOW
- SHALLOW CONCENTRATED FLOW
- SHEET FLOW
- TRANSLATION
- FEMA 100 YR FLOODPLAIN

NOTES:
1. RAINFALL DATA FROM WILLIAMSON COUNTY (2021 WCSR B11.5) EXHIBIT 2 - TABLE 2 UTILIZED.

EXISTING TIME OF CONCENTRATION CALCULATIONS

EDA-01					
Sheet Flow		Shallow		Channel Flow	
n=	0.15	paved?	no	v (fps)=	6
S (ft/ft)=	0.010	S (ft/ft)=	0.016	L (ft)=	230
L (ft)=	100	L (ft)=	358		
T_{t1} =	12.5	T_{t2} =	2.9	T_{t3} =	0.6
Total TC =	**16.0 mins**				

EDA-02					
Sheet Flow		Shallow		Channel Flow	
n=	0.15	paved?	no	v (fps)=	6
S (ft/ft)=	0.009	S (ft/ft)=	0.022	L (ft)=	984
L (ft)=	100	L (ft)=	516		
T_{t1} =	13.0	T_{t2} =	3.6	T_{t3} =	2.7
Total TC =	**19.3 mins**				

EDA-03					
Sheet Flow		Shallow		Channel Flow	
n=	0.15	paved?	no	v (fps)=	6
S (ft/ft)=	0.010	S (ft/ft)=	0.009	L (ft)=	0
L (ft)=	100	L (ft)=	339		
T_{t1} =	12.5	T_{t2} =	3.8	T_{t3} =	0.0
Total TC =	**16.3 mins**				

EDA-04					
Sheet Flow		Shallow		Channel Flow	
n=	0.15	paved?	no	v (fps)=	6
S (ft/ft)=	0.010	S (ft/ft)=	0.015	L (ft)=	0
L (ft)=	100	L (ft)=	495		
T_{t1} =	12.5	T_{t2} =	4.3	T_{t3} =	0.0
Total TC =	**16.7 mins**				

EXISTING CONDITIONS (ON-SITE)

DRAINAGE AREA	AREA (AC.)	IMPERVIOUS COVER	BASE CN (COMPOSITE)	TC (MIN)*	Q_2 (CFS)	Q_{10} (CFS)	Q_{25} (CFS)	Q_{100} (CFS)
EDA-01	14.63	0%	78	16.0	28.80	55.40	74.60	105.80
POA-3					**28.80**	**55.40**	**74.60**	**105.80**
EDA-02	21.93	2%	78	19.3	41.50	80.40	107.40	151.30
POA-4					**41.50**	**80.40**	**107.40**	**151.30**
EDA-03	4.56	0%	78	16.3	8.90	17.20	23.00	32.60
POA-5					**8.90**	**17.20**	**23.00**	**32.60**
EDA-04	6.88	0%	78	16.7	13.40	25.90	34.60	48.60
POA-6					**13.40**	**25.90**	**34.60**	**48.60**

*MINIMUM TIME OF CONCENTRATION USED FOR DESIGN = 5 MINUTES

DEPTH-DURATION-FREQUENCY VALUES SAN GABRIEL RIVER ZONE

DURATION	2-YR	10-YR	25-YR	100-YR
5 MIN	0.51	0.757	0.921	1.19
15 MIN	1.02	1.51	1.84	2.37
1 HR	1.88	2.79	3.40	4.39
2 HR	2.30	3.55	4.43	5.98
3 HR	2.55	4.02	5.09	7.06
6 HR	2.98	4.81	6.18	8.75
12 HR	3.44	5.54	7.12	10.10
24 HR	3.94	6.30	8.04	11.20

BENCHMARKS

TBM:
BM 1: N:10195355.68' E:3152716.81' ELEV:766.94'
BM 2: N:10195479.77' E:3153021.86' ELEV:760.78'
BM 3: N:10195575.41' E:3153265.83' ELEV:753.30'

No.	REVISIONS	DATE	BY

Kimley»Horn
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TBPE Firm No. 928
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Kimley»Horn
Engineer: CHANDLER C. BANKS
P.E. No. 151967 Date: 06/10/24

06/10/2024

KHA PROJECT 069290903	DESIGNED BY: CCB
DATE: JUNE 2024	DRAWN BY: SR
SCALE: AS SHOWN	CHECKED BY: BLG

EXISTING DRAINAGE AREA MAP

RCG 48 PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
5 OF 10

Plotted By:Bishop, Rom Date:June 10, 2024 02:40:08pm File Path:K:\Aus_Civil\069290903 - RCG 48\Cad\Preliminary\PlanSheets\C - Existing Drainage Area Map.dwg
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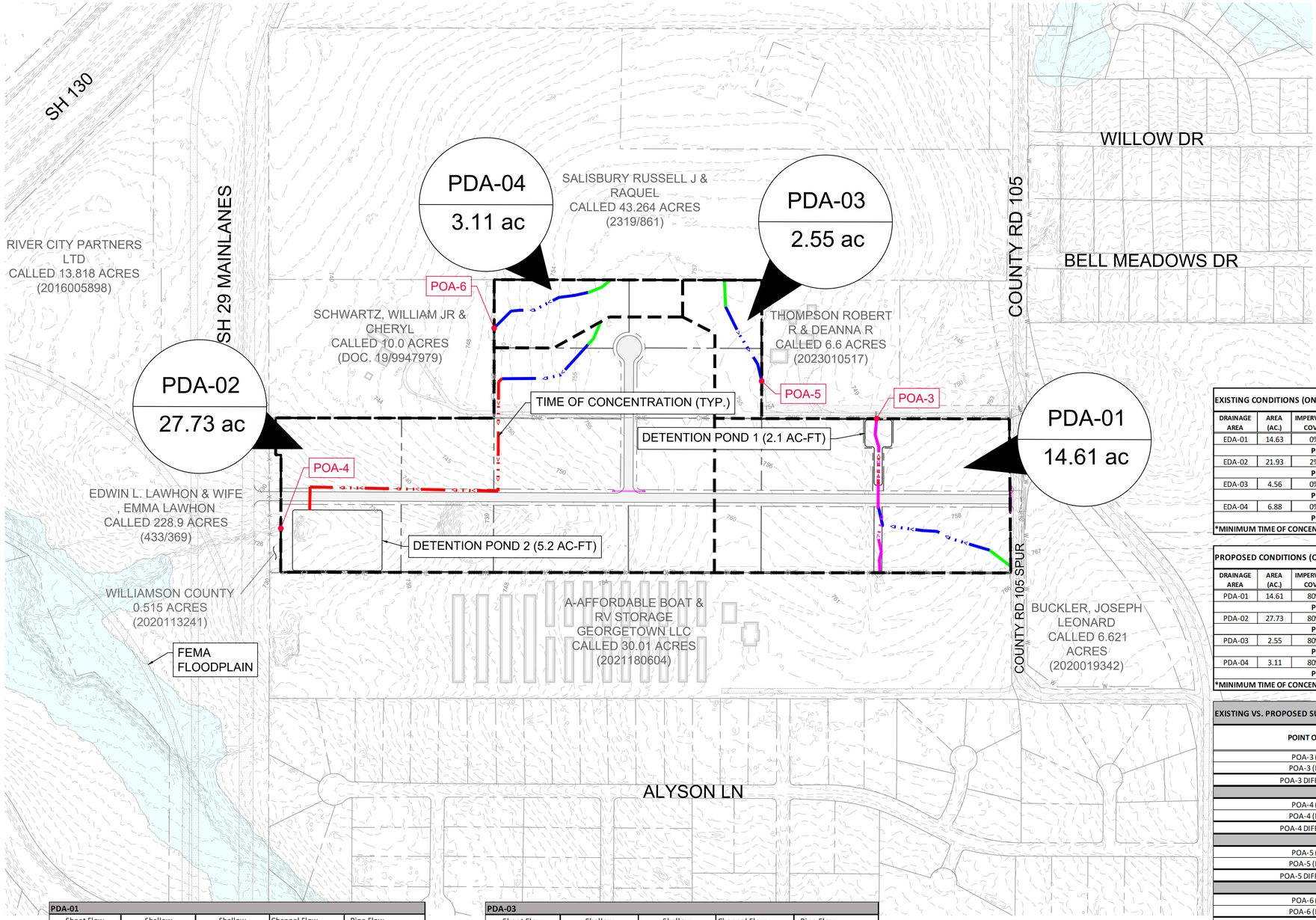

LEGEND

- X-1 / 9.9 ac — AREA DESIGNATOR, AREA IN ACRES, Q100 FLOW IN CFS
- PROPERTY LINE
- EXISTING STORM DRAIN LINE
- EXISTING DRAINAGE DIVIDE
- EXISTING STORM DRAIN INLET
- EXISTING STORM DRAIN MANHOLE
- EXISTING STORM DRAIN HEADWALL
- EXISTING FLOW DIRECTION
- EXISTING CONTOUR
- CHANNEL FLOW
- SHALLOW CONCENTRATED FLOW
- SHEET FLOW
- TRANSLATION
- FEMA 100 YR FLOODPLAIN

NOTES:
1. RAINFALL DATA FROM WILLIAMSON COUNTY (2021 WCSR B11.5) EXHIBIT 2 - TABLE 2 UTILIZED.

EXISTING CONDITIONS (ON-SITE)

DRAINAGE AREA	AREA (AC.)	IMPERVIOUS COVER	BASE CN (COMPOSITE)	TC (MIN)*	Q_2 (CFS)	Q_{10} (CFS)	Q_{25} (CFS)	Q_{100} (CFS)
EDA-01	14.63	0%	78	16.0	28.80	55.40	74.60	105.80
POA-3					**28.80**	**55.40**	**74.60**	**105.80**
EDA-02	21.93	2%	78	19.3	41.50	80.40	107.40	151.30
POA-4					**41.50**	**80.40**	**107.40**	**151.30**
EDA-03	4.56	0%	78	16.3	8.90	17.20	23.00	32.60
POA-5					**8.90**	**17.20**	**23.00**	**32.60**
EDA-04	6.88	0%	78	16.7	13.40	25.90	34.60	48.60
POA-6					**13.40**	**25.90**	**34.60**	**48.60**

*MINIMUM TIME OF CONCENTRATION USED FOR DESIGN = 5 MINUTES

PROPOSED CONDITIONS (ON-SITE)

DRAINAGE AREA	AREA (AC.)	IMPERVIOUS COVER	BASE CN (COMPOSITE)	TC (MIN)*	Q_2 (CFS)	Q_{10} (CFS)	Q_{25} (CFS)	Q_{100} (CFS)
PDA-01	14.61	80%	78	11.5	54.60	83.90	103.70	135.80
POA-3					**28.50**	**54.70**	**74.00**	**105.80**
PDA-02	27.73	80%	78	18.9	86.30	132.90	164.40	215.30
POA-4					**40.60**	**76.80**	**105.50**	**151.30**
PDA-03	2.55	80%	78	17.0	8.10	12.40	15.40	20.10
POA-5					**8.10**	**12.40**	**15.40**	**20.10**
PDA-04	3.11	80%	78	15.0	10.50	16.20	20.10	26.30
POA-6					**10.50**	**16.20**	**20.10**	**26.30**

*MINIMUM TIME OF CONCENTRATION USED FOR DESIGN = 5 MINUTES

EXISTING VS. PROPOSED SUMMARY

POINT OF ANALYSIS	Q_2 (CFS)	Q_{10} (CFS)	Q_{25} (CFS)	Q_{100} (CFS)
POA-3 (EXISTING)	28.80	55.40	74.60	105.80
POA-3 (PROPOSED)	28.50	54.70	74.00	105.80
POA-3 DIFFERENCE (CFS)	0.30	0.70	0.60	0.00
POA-4 (EXISTING)	41.50	80.40	107.40	151.30
POA-4 (PROPOSED)	40.60	76.80	105.50	151.30
POA-4 DIFFERENCE (CFS)	0.90	3.60	1.90	0.00
POA-5 (EXISTING)	8.90	17.20	23.00	32.60
POA-5 (PROPOSED)	8.10	12.40	15.40	20.10
POA-5 DIFFERENCE (CFS)	0.80	4.80	7.60	12.50
POA-6 (EXISTING)	13.40	25.90	34.60	48.60
POA-6 (PROPOSED)	10.50	16.20	20.10	26.30
POA-6 DIFFERENCE (CFS)	2.90	9.70	14.50	22.30

PDA-01

Sheet Flow		Shallow		Shallow		Channel Flow		Pipe Flow	
n=	0.15	paved?	no	paved?	yes	v (fps)=	6	v (fps)=	8
S (ft/ft)=	0.035	S (ft/ft)=	0.019	S (ft/ft)=	0.000	L (ft)=	314.963	L (ft)=	76
L (ft)=	100	L (ft)=	392	L (ft)=	0				
T_{t1} =	7.6	T_{t2} =	2.9	T_{t2} =	0.0	T_{t3} =	0.9	T_{t3} =	0.2
Total TC =	**11.5 mins**								

PDA-02

Sheet Flow		Shallow		Shallow		Channel Flow		Pipe Flow	
n=	0.15	paved?	no	paved?	yes	v (fps)=	6	v (fps)=	8
S (ft/ft)=	0.010	S (ft/ft)=	0.015	S (ft/ft)=	0.000	L (ft)=	1129	L (ft)=	87
L (ft)=	100	L (ft)=	371	L (ft)=	0				
T_{t1} =	12.5	T_{t2} =	3.1	T_{t2} =	0.0	T_{t3} =	3.1	T_{t3} =	0.2
Total TC =	**18.9 mins**								

PDA-03

Sheet Flow		Shallow		Shallow		Channel Flow		Pipe Flow	
n=	0.15	paved?	no	paved?	yes	v (fps)=	6	v (fps)=	8
S (ft/ft)=	0.009	S (ft/ft)=	0.006	S (ft/ft)=	0.006	L (ft)=	0	L (ft)=	0
L (ft)=	100	L (ft)=	311	L (ft)=	0				
T_{t1} =	13.0	T_{t2} =	4.0	T_{t2} =	0.0	T_{t3} =	0.0	T_{t3} =	0.0
Total TC =	**17.0 mins**								

PDA-04

Sheet Flow		Shallow		Shallow		Channel Flow		Pipe Flow	
n=	0.15	paved?	no	paved?	yes	v (fps)=	6	v (fps)=	8
S (ft/ft)=	0.012	S (ft/ft)=	0.014	S (ft/ft)=	0.000	L (ft)=	0	L (ft)=	0
L (ft)=	100	L (ft)=	391	L (ft)=	0				
T_{t1} =	11.6	T_{t2} =	3.4	T_{t2} =	0.0	T_{t3} =	0.0	T_{t3} =	0.0
Total TC =	**15.0 mins**								

DEPTH-DURATION-FREQUENCY VALUES SAN GABRIEL RIVER ZONE

DURATION	2-YR	10-YR	25-YR	100-YR
5 MIN	0.51	0.757	0.921	1.19
15 MIN	1.02	1.51	1.84	2.37
1 HR	1.88	2.79	3.40	4.39
2 HR	2.30	3.55	4.43	5.98
3 HR	2.55	4.02	5.09	7.06
6 HR	2.98	4.81	6.18	8.75
12 HR	3.44	5.54	7.12	10.10
24 HR	3.94	6.30	8.04	11.20

BENCHMARKS

TBM:

BM 1	BM 2	BM 3
N:10195355.68'	N:10195479.77'	N:10195575.41'
E:3152716.81'	E:3153021.86'	E:3153265.83'
ELEV:766.94'	ELEV:760.78'	ELEV:753.30'

No.	REVISIONS	DATE	BY

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Kimley»Horn
Engineer: CHANDLER C. BANKS
P.E. No. 151967 Date: 06/10/24

06/10/2024

KHA PROJECT 069290903	DATE: JUNE 2024	SCALE: AS SHOWN	DESIGNED BY: CCB	DRAWN BY: SR	CHECKED BY: BLG

PROPOSED DRAINAGE AREA MAP

RCG 48 PRELIMINARY PLAT

WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
6 OF 10

Plotted By: Bishop, Ryan Date: June 10, 2024 07:42:02pm File Path: K:\SAU_Civil\069290903 - RCG 48\Civil\Preliminary\FinalSheets\C - Proposed Drainage Area Map.dwg
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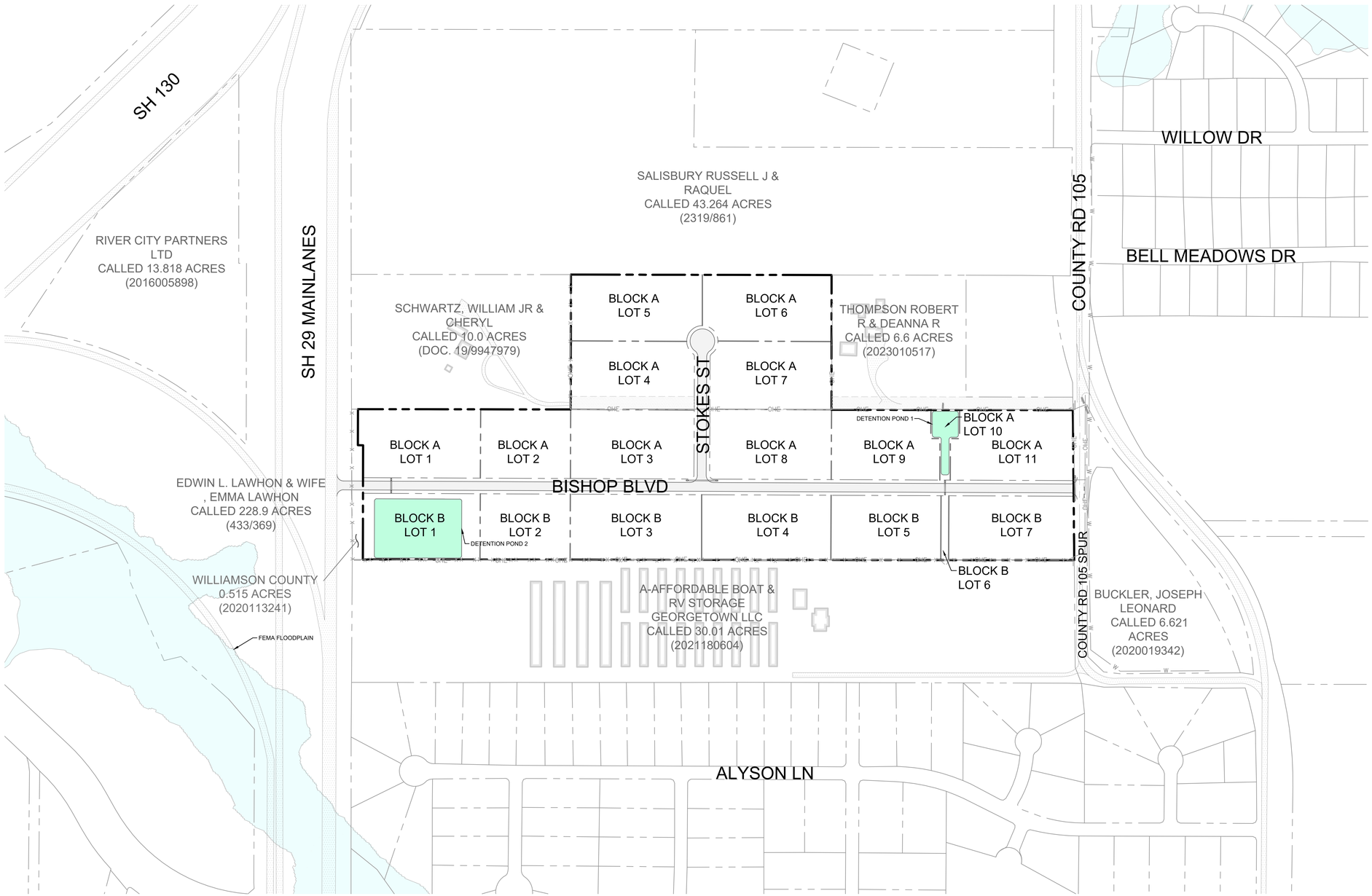

BENCHMARKS

TBM:

BM 1	BM 2	BM 3
N:10195355.68'	N:10195479.77'	N:10195575.41'
E:3152716.81'	E:3153021.86'	E:3153265.83'
ELEV:766.94'	ELEV:760.78'	ELEV:753.30'

No.	REVISIONS	DATE	BY

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Engineer CHANDLER C. BANKS
P.E. No. 151967 Date 06/10/24

06/10/2024

KHA PROJECT	DATE	SCALE:	DESIGNED BY:	DRAWN BY:	CHECKED BY:
069290903	JUNE 2024	AS SHOWN	CCB	SR	BLG

POND PLAN

RCG 48
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
7 OF 10

Plotted By:Bishop, Ryan Date:June 10, 2024 02:50:25pm File Path:K:\SAU_Civil\069290903 - RCG 48\Civil\Preliminary\PlanSheets\C - Pond Plan.dwg
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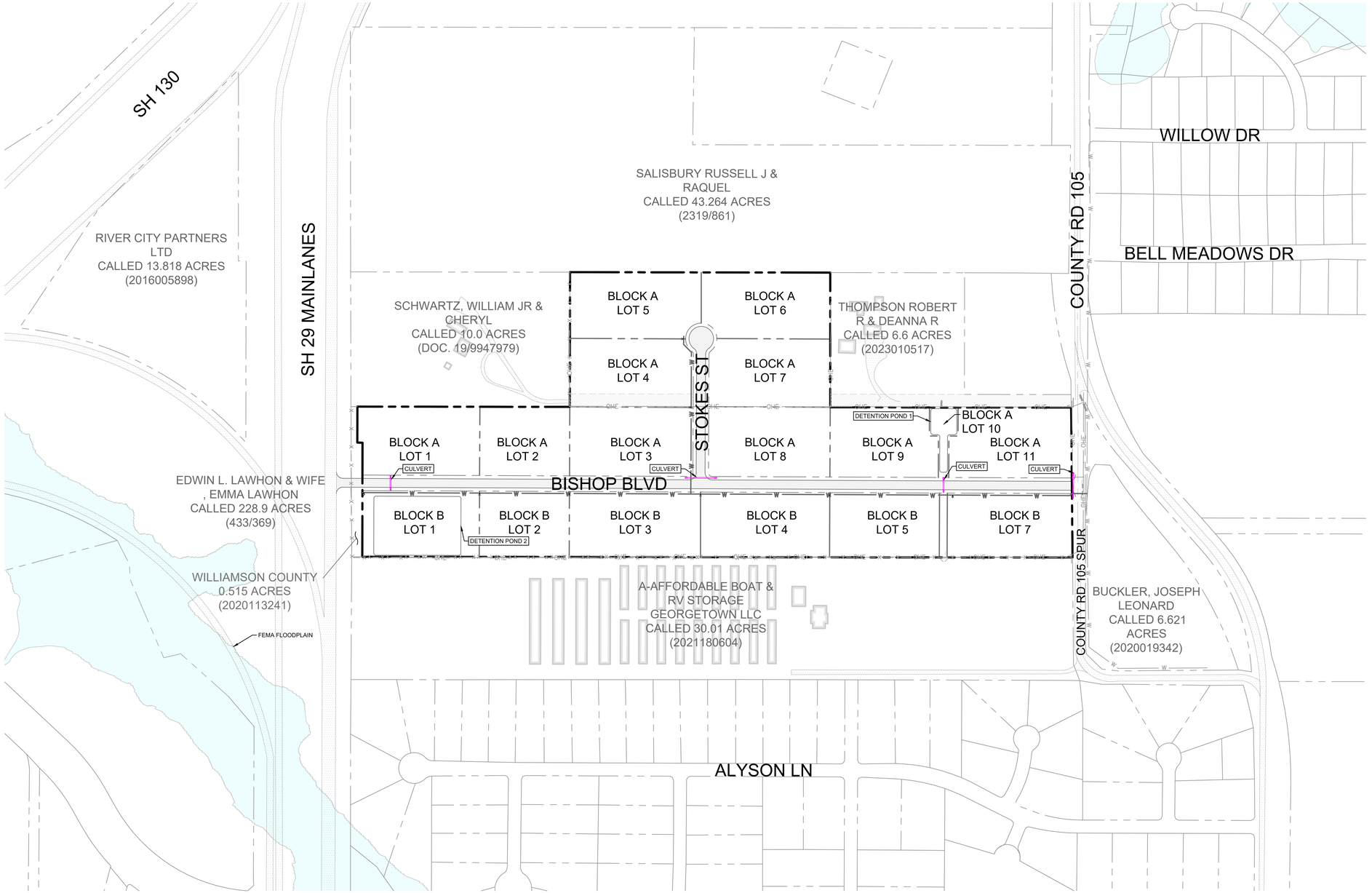

0 200' 400'
GRAPHIC SCALE 200'

LEGEND

- PROPERTY LINE
- PROPOSED WASTEWATER LINE
- PROPOSED WATER LINE
- PROPOSED STORM DRAIN LINE
- PROPOSED STORM DRAIN INLET
- EXISTING WATER LINE
- EXISTING WASTEWATER LINE
- EXISTING STORM SEWER LINE
- FEMA FLOODPLAIN

BENCHMARKS

TBM:

BM 1	BM 2	BM 3
N:10195355.68'	N:10195479.77'	N:10195575.41'
E:3152716.81'	E:3153021.86'	E:3153265.83'
ELEV:766.94'	ELEV:760.78'	ELEV:753.30'

No.	REVISIONS	DATE	BY

Kimley»Horn
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Engineer CHANDLER C. BANKS
P.E. No. 151967 Date 06/10/24

06/10/2024

KHA PROJECT 069290903	DATE JUNE 2024	SCALE: AS SHOWN	DESIGNED BY: CCB	DRAWN BY: SR	CHECKED BY: BLG

STORM PLAN

RCG 48
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
8 OF 10

Plotted By:Bishop, Ryan Date:June 10, 2024 02:51:31pm File Path:K:\SAU_Civil\069290903 - RCG 48\Cad\Preliminary\PlanSheets\C - Overall Storm Plan.dwg
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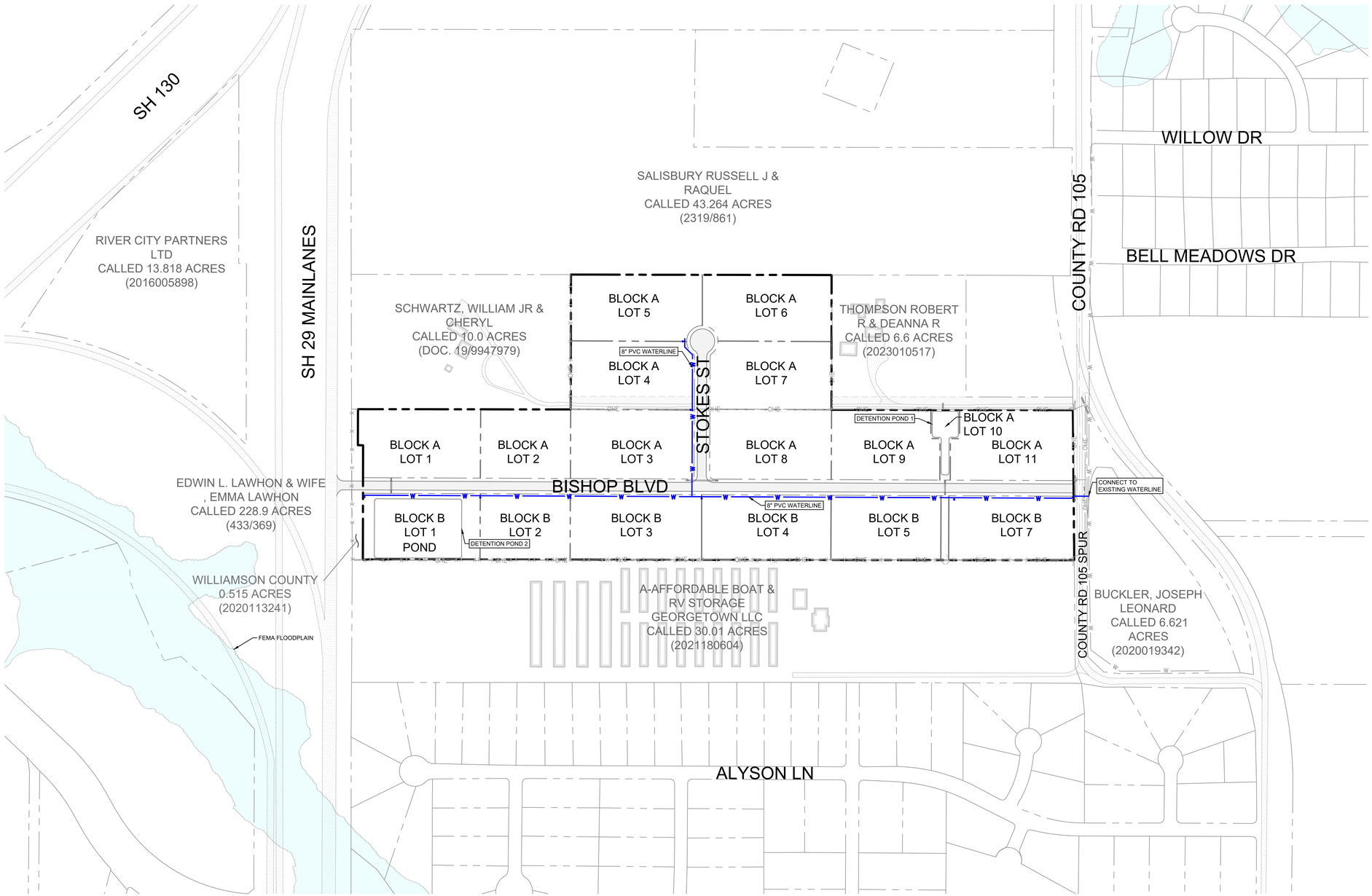

GRAPHIC SCALE 200'

LEGEND

- PROPERTY LINE
- PROPOSED WASTEWATER LINE
- PROPOSED WATER LINE
- PROPOSED WASTEWATER MANHOLE
- PROPOSED FIRE HYDRANT
- PROPOSED STORM DRAIN LINE
- EXISTING WATER LINE
- EXISTING WASTEWATER LINE
- EXISTING STORM SEWER LINE
- FEMA FLOODPLAIN

BENCHMARKS

TBM:		
BM 1	BM 2	BM 3
N:10195355.68'	N:10195479.77'	N:10195575.41'
E:3152716.81'	E:3153021.86'	E:3153265.83'
ELEV:766.94'	ELEV:760.78'	ELEV:753.30'

No.	REVISIONS	DATE	BY

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Engineer CHANDLER C. BANKS
P.E. No. 151967 Date 06/10/24

06/10/2024

KHA PROJECT 069290903	DATE JUNE 2024	SCALE: AS SHOWN	DESIGNED BY: CCB	DRAWN BY: SR	CHECKED BY: BLG

WATER PLAN

RCG 48
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
9 OF 10

Plotted By:Bishop, Ryan Date:June 10, 2024 02:52:10pm File Path:K:\SAU_Civil\069290903 - RCG 48\Cad\Preliminary\PlanSheets\C - Water Plan.dwg
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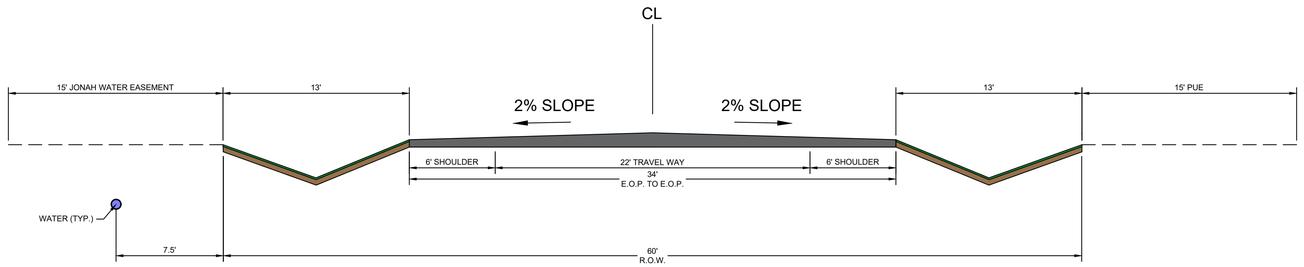

RURAL COLLECTOR CROSS SECTION

BENCHMARKS

TBM:

BM 1	BM 2	BM 3
N:10195355.68'	N:10195479.77'	N:10195575.41'
E:3152716.81'	E:3153021.86'	E:3153265.83'
ELEV:766.94'	ELEV:760.78'	ELEV:753.30'

No.	REVISIONS	DATE	BY

Kimley»Horn
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Engineer CHANDLER C. BANKS
P.E. No. 151967 Date 06/10/24

06/10/2024

KHA PROJECT 069299903	DESIGNED BY: CCB
DATE JUNE 2024	DRAWN BY: SR
SCALE: AS SHOWN	CHECKED BY: BLG

STREET CROSS SECTIONS

RCG 48
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
10 OF 10

Plotted By:Bishop, Rom Date:June 10, 2024 02:52:20pm File Path:K:\SAU_Civil\069299903 - RCG 48\Cad\Preliminary\PlanSheets\PP - Street Cross Sections.dwg
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Commissioners Court - Regular Session **24.**

Meeting Date: 06/18/2024

Williamson County MUD No 50

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Williamson County MUD No. 50.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter to TCEQ RE MUD No. 50 Creation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 11:29 AM
Form Started By: Adam Boatright		Started On: 06/13/2024 11:17 AM
Final Approval Date: 06/13/2024		

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710 Main Street, Georgetown, TX 78626
512.943.1100
wilcotx.gov

JUNE 18, 2024

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

RE: WILLIAMSON COUNTY MUD NO. 50
TCEQ INTERNAL CONTROL NO. D-01092024-012
CN: 606218279 RN: 111874970

To Whom It May Concern:

Williamson County writes in response to your notice dated April 24, 2024, copy attached, regarding the submission of a petition for the creation of the above-referenced Williamson County MUD No. 50 of Williamson County ("District"). The County opposes the creation of the proposed District unless certain conditions are met.

The County is requesting a contested case hearing.

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

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

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For example, the County notes that, in your notice item (3), the District seeks traditional road powers including:

> "(3) construct, install, maintain, purchase, and operate drainage and roadway facilities and improvements; (4) design, acquire, construct, finance, improve and maintain parks and recreational facilities; and (5) construct, acquire, install, maintain, purchase, and operate such additional facilities, systems, plants, and enterprises as shall be consonant with the purposes for which the District is created."

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

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

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

ROADS

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

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

LAW ENFORCEMENT

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

FIRE AND EMS SERVICES

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

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

ANIMAL CONTROL SERVICES

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

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

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

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

Sincerely,

Bill Gravell, Jr.
Williamson County Judge

Enc.

Commissioners Court - Regular Session **25.**

Meeting Date: 06/18/2024

Elder Abuse Awareness Month Proclamation 2024

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation designating June 2024 as Elder Abuse Awareness Month in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Elder Abuse Awareness Month Proclamation 2024

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 08:43 AM
Form Started By: Garry Brown		Started On: 06/13/2024 08:24 AM
Final Approval Date: 06/13/2024		

PROCLAMATION

WHEREAS, older adults and people with disabilities of diverse backgrounds contribute to the wellbeing of Williamson County by working, caregiving, volunteering and actively preserving customs, rituals, and traditions; and

WHEREAS, as we age, we build momentum by accumulating knowledge, experience, insight, and wisdom that can be shared to enrich our community; and

WHEREAS, abuse of older adults and people with disabilities is a community concern, affecting thousands of people across Texas; and

WHEREAS, there were 120,069 reports of abuse older adults and people with disabilities in Texas in 2023; and

WHEREAS, abuse against older adults and people with disabilities is grossly underreported because of social stigma, embarrassment, and fear; and

WHEREAS, suspected abuse, neglect, and/or financial exploitation should be reported to the Texas Department of Family and Protective Services hotline at 1-800-252-5400 or online at www.txabusehotline.org; and

WHEREAS, adult abuse effects men and women of all income and ability levels, all cultural and ethnic backgrounds, and in all communities; and

WHEREAS, elder abuse should be everyone's business, and it's important to strengthen our efforts to prevent, report and address elder abuse.

NOW, THEREFORE, the Williamson County Commissioners Court in recognition thereof, do hereby proclaim the month of June 2024 to be:

"Elder Abuse Awareness Month"

In Williamson County, Texas and urge all residents to work together to reduce abuse and neglect of older adults and people with disabilities.

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 **26.**

Meeting Date: 06/18/2024

Bell

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 action on recognizing Williamson County as a Gold recipient of the Bell Seal for Workplace Mental Health.

Background

The Bell Seal for Workplace Mental Health national certification program recognizes employers committed to creating mentally healthy workplaces. Led by Mental Health America's rich history in research and advocacy, the Bell Seal's holistic evaluation of employer practices considers the entire employee experience. We are excited to announce our submission ranked high as a gold level recipient.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/11/2024 12:05 PM
Form Started By: Rebecca Clemons		Started On: 06/11/2024 09:53 AM
Final Approval Date: 06/11/2024		

Commissioners Court - Regular Session **27.**

Meeting Date: 06/18/2024

PreTrial

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 policy exception for position changes to the PreTrial Manager.1713 position within Department 591 PreTrial Services.

Background

This change would be a title only conversion. It would be recommended for changes within the Salary Study, but the position is currently vacant. Details are attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

6.18.24

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/11/2024 12:05 PM
Form Started By: Rebecca Clemons		Started On: 06/11/2024 09:48 AM
Final Approval Date: 06/11/2024		

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
591 Wilco PreTrial	1713	vacant	N/A	N/A	$73,636.94	$73,636.94	N/A	N/A	Conversion: Title Change Only- Dept. is currently in Salary Study, but due to vacancy would like to convert position now from Pre Trial Manager to Magistrate Court Administrator. No grade change and no additional funding is needed. HR has approved new job description.	6/21/2024

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

Commissioners Court - Regular Session **28.**

Meeting Date: 06/18/2024

HUD ESG and HOME Funds

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Emergency Shelter Grant (ESG) funding and HOME Investment Partnerships Program (HOME) funding from the Department of Housing and Urban Development.

Background

This request is to determine if the Commissioners Court will accept or decline ESG and HOME funds from HUD. The county received funding notification on June 10, 2024 and has 30 days to respond. The county is currently developing the CDBG Five-Year Consolidated Plan. This plan should include information regarding these funds IF the county chooses to accept them. Understanding how the court would like to proceed with ESG and HOME funds will allow for a more efficient process and submission of the Consolidated Plan to HUD by the required deadline.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ESG and HOME Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/11/2024 02:02 PM
Form Started By: Sally Bardwell		Started On: 06/11/2024 12:52 PM
Final Approval Date: 06/11/2024		

Emergency Solutions Grants Program (ESG)
Estimated Amount: $162,125
7.5% max for Administration

Eligible Activities:
Engage homeless individuals and families living on the street;
Improve the number and quality of emergency shelters for homeless individuals and families;
Help operate these shelters;
Provide essential services to shelter residents;
Rapidly re-house homeless individuals and families; and
Prevent families and individuals from becoming homeless.
ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities (up to 7.5% of a recipient's allocation can be used for administrative activities).

Matching Fund Requirement:
Metropolitan city and urban county recipients must match grant funds with an equal amount of contributions, which may include cash, donated buildings or materials, and volunteer services. Match requirement can be fulfilled by subrecipient.

HOME Investment Partnerships Program (HOME)
Estimated Amount: $594,780
10% max for Administration

To get started:
If the jurisdiction receives a final HOME allocation of $500,000 or more, but less than $750,000, it may qualify as a HOME participating jurisdiction only if the State in which the jurisdiction is located authorizes HUD to transfer to the jurisdiction a portion of the State's HOME allocation or the State, the jurisdiction, or both, make available their own resources to make up the difference between jurisdiction's formula allocation and $750,000 (24 CFR § 92.102(b)). This participation threshold is a one-time requirement. Estimated amount needed from State and/or County is $155,220.

Eligible Activities:
Participating jurisdictions may choose among a broad range of eligible activities, using HOME funds to provide home purchase or rehabilitation financing assistance to eligible homeowners and new homebuyers; build or rehabilitate housing for rent or ownership; or for "other reasonable and necessary expenses related to the development of non-luxury housing," including site acquisition or improvement, demolition of dilapidated housing to make way for HOME-assisted development, and payment of relocation expenses. PJs may use HOME funds to provide tenant-based rental assistance contracts of up to 2 years if such activity is consistent with their Consolidated Plan and justified under local market conditions. This assistance may be renewed. Up to 10 percent of the PJ's annual allocation may be used for program planning and administration.

HOME-assisted rental housing must comply with certain rent limitations. HOME rent limits are published each year by HUD. The program also establishes **maximum per unit subsidy limits** and **homeownership value limits**.

Matching Funds Requirement:
All Participating Jurisdictions (PJs) must contribute or match no less than 25 cents for each dollar of HOME funds spent on affordable housing. As PJs draw funds from HOME Investment Trust Funds, they incur a *match liability*, which must be satisfied by the end of each federal fiscal year. The matching contribution adds to the resources available for HOME-assisted or HOME-eligible projects, and must come in the form of a permanent contribution to affordable housing. Generally, investments from state or local governments or the private sector qualify as matching contributions, whereas federal funds (such as CDBG) do not qualify. Eligible sources of a match for HOME funds include: cash; donated construction materials or volunteer labor; value of donated land or real property; value of foregone interest, taxes, fees, or charges levied by public or private entities; investments in on-or offsite improvements; proceeds from bond financing; the cost of supportive services provided to families living in HOME units; and the cost of homebuyer counseling to families purchasing HOME-assisted units.

Commissioners Court - Regular Session **29.**

Meeting Date: 06/18/2024

Position Salary Change for Juvenile Services

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on exemption to policy for position salary change for Juvenile Services.

Background

Juvenile Services is requesting an exemption to the policy to allow the department to utilize surplus salary to increase the salary for a vacant position. The department currently has a JPO II position vacant, PCN 1028. We have selected an employee, John Rinn, to fill the vacancy. However, Mr. Rinn has been with the department 7 years and is already making more than the salary budgeted for the JPO II position he was selected for. We are requesting an increase of $2,298.36 to PCN 1028 to provide Mr. Rinn a salary increase when he is promoted to his new position.

Attached is the spreadsheet for the transfer of dollars between positions. The amount requested to be transferred is within county policy. The exception is due to the request being past the February 15th deadline per policy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Position Change

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 10:50 AM
Form Started By: John Pelczar		Started On: 06/13/2024 10:00 AM
Final Approval Date: 06/13/2024		

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date	*Amount may vary slightly due to Oracle rounding	EE Name	Approved in Court	Court Agenda Item
576- Juvenile Services	**1028**	N/A	N/A	N/A	**$55,538.64**	**$58,137.00**	**N/A**	**$2,598.36**	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1081 to PCN 1028	**6/21/2024**		VACANT		
576- Juvenile Services	**1081**	16127	$72,426.64	N/A	**$77,768.91**	**$75,170.55**	**$2,598.36**	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1081 to PCN 1028	**6/21/2024**		Mario White		

Commissioners Court - Regular Session **30.**

Meeting Date: 06/18/2024

BJA Opioid Grant

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on submission of a Bureau of Justice Assistance (BJA) grant application for the BJA FY24 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program (COSSUP) grant with an application deadline of July 1, 2024.

Background

This solicitation by the BJA seeks to develop, implement or expand comprehensive programs in response to the overdose crisis and the impacts of illicit opioids, stimulants, or other substances. The program provides resources to support state and local efforts to respond to illicit substance use and misuse, reduce overdose deaths, promote public safety, and support access to prevention, harm reduction, treatment, and recovery services in the community and justice system. The preliminary intent to respond is due July 1st and the grant application is due on July 8th. Bluebonnet Trails Community Services is assisting with writing the grant application.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 11:52 AM
Form Started By: Pierce Kathy		Started On: 06/13/2024 11:26 AM
Final Approval Date: 06/13/2024		

Commissioners Court - Regular Session **31.**

Meeting Date: 06/18/2024

Off-Duty Vehicle Reimbursement Rates

Submitted For: Nathan Zinsmeyer **Submitted By:** Nathan Zinsmeyer, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on setting the off-duty government and non-governmental vehicle reimbursement rates at the calculated usage rate of $14 per hour, to be effective October 1, 2024.

Background

This agenda item is to take action on vehicle reimbursement rates, prior to off-duty agreements being renewed for Fiscal Year 2025. The estimated hourly rate of vehicle usage is calculated at approximately $14 per hour based on the cost of the vehicle, fuel, maintenance costs, and other expenses related to using a law enforcement vehicle. The current vehicle usage rate charged to government and non-governmental vehicle reimbursement rate entities is $13 per hour.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 08:40 AM
Form Started By: Nathan Zinsmeyer		Started On: 06/12/2024 01:37 PM
Final Approval Date: 06/13/2024		

Commissioners Court - Regular Session **32.**

Meeting Date: 06/18/2024

ARPA Interest Funding Wilco Building Fire Line

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve a budget of $480,000 from American Rescue Plan Act Interest Funding for 501P Wilco Bldg Fire Line.

Background

This will extend a water line for fire flow to a Wilco Building located off of the Liberty Hill Bypass Project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/11/2024 02:03 PM
Form Started By: Julie Kiley		Started On: 05/29/2024 04:50 PM
Final Approval Date: 06/11/2024		

Commissioners Court - Regular Session **33.**

Meeting Date: 06/18/2024

Budget Amendment Revenue Fleet Fund

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, 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 Fleet Maintenance Fund.

Background

Sublet work has increased due to various repair needs that require outsourcing. The repair needs are largely a result of the age of some fleet due to supply chain issues in receiving replacement units. Some of these repairs are a result of accidents. This will recognize the fees that Fleet charges for managing the sublet process and cost of invoices from vendors that work is outsourced to for repairs.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0882.0000.341205	Fleet Maintenance Fees	$124,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 08:39 AM
Form Started By: Julie Kiley		Started On: 06/12/2024 09:42 AM
Final Approval Date: 06/13/2024		

Commissioners Court - Regular Session **34.**

Meeting Date: 06/18/2024

Budget Amendment Fleet Maintenance Fund Sublets

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, 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 Fleet Maintenance Fund.

Background

Sublet work has increased due to various repair needs that require outsourcing. The repair needs are largely a result of the age of some fleet due to supply chain issues in receiving replacement units. Some of these repairs are a result of accidents. This will recognize the cost of invoices from vendors that work is outsourced for repairs.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0882.0882.003524	Sublets	$124,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 08:39 AM
Form Started By: Julie Kiley		Started On: 06/12/2024 10:18 AM
Final Approval Date: 06/13/2024		

Commissioners Court - Regular Session **35.**

Meeting Date: 06/18/2024

Facilities Department Budget Amendment for 2024 Budget

Submitted By: Pam Navarrette, 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 to approve a budget amendment to acknowledge additional revenues for the General Fund.

Background

The budget amendment recognizes insurance proceeds received for repairs to the Jail expensed out of the Facilities Department budget. The proceeds are being used to offset the repairs on flooding damage to the Jail.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$16,768.46

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 11:20 AM
Form Started By: Pam Navarrette		Started On: 06/13/2024 10:34 AM
Final Approval Date: 06/13/2024		

Commissioners Court - Regular Session **36.**

Meeting Date: 06/18/2024

Facilities Department Budget Amendment for 2024 Budget

Submitted By: Pam Navarrette, 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 to approve a budget amendment to acknowledge additional expenditures for the Facilities Department.

Background

The budget amendment recognizes insurance proceeds received to repair flooding damage in the Jail. The proceeds are being used to offset the expenditures in the Jail paid out of the Facilities Department budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0509.004962	Janitorial Contract Svcs	$280.00
	0100.0509.004510	Facility Repairs	$16,488.46

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 11:20 AM
Form Started By: Pam Navarrette		Started On: 06/13/2024 10:45 AM
Final Approval Date: 06/13/2024		

Commissioners Court - Regular Session **37.**

Meeting Date: 06/18/2024

Line Item Transfer for the Road and Bridge Division

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This transfer is necessary in order to effectively continue road construction and maintenance operations for the remainder of the fiscal year, including the HMA overlay of Patriot Way and a portion of CR 200.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200.0210.000777	Capital Projects - P546 CR 255	$2,200,000.00
To	0200.0210.003599	Road Construction/Maintenance	$2,200,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 11:36 AM
Budget Office	Saira Hernandez	06/13/2024 11:59 AM
Form Started By: Vicky Edwards		Started On: 06/13/2024 09:29 AM
Final Approval Date: 06/13/2024		

Commissioners Court - Regular Session **38.**

Meeting Date: 06/18/2024

Approval of Purchase of Eight (8) Ambulances - Wheeled Coach Ford F450 TYPE 1 from Siddons-Martin Emergency Group, LLC for EMS 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 the disposal of county assets through trade-in (quote attached) pursuant to Tex. Local Gov't Code 263.152(2) and the purchase of eight (8) Ambulances - Wheeled Coach Ford F450 Type1 from Siddons Martin Emergency Group, LLC in the amount of $2,464,510.00 through the purchasing Co-Operative HGAC contract #AM10-23 (EMS) and authorizing the execution of the purchase contract.

Background

The attached quote is for the purchase of eight (8) EMS Ambulances for $2,602,360.00 with the trade in allowance of county assets unit numbers: ET1791, ET1952, ET1794, ET1817, ET1797, ET1815 and ET1816 for $138,850.00. In addition to an HGAC service fee of $1,000.00 which also applies. The funding source is 01.0100.0540.005700 and the EMS point of contact is Mike Knipstein.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement and Quote

Form 1295 - Siddons Martin

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/12/2024 01:41 PM
County Judge Exec Asst.	Becky Pruitt	06/13/2024 08:31 AM
Form Started By: Fernando Ramirez		Started On: 06/06/2024 04:01 PM
Final Approval Date: 06/13/2024		

WILLIAMSON COUNTY
PURCHASE CONTRACT

Siddons Martin Emergency Group, LLC

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

THIS PURCHASE CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Siddons Martin Emergency Group, LLC** (hereinafter "Vendor"), both of which are referred to herein as the parties The County agrees to purchase and the Vendor agrees to sell the goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Vendor shall provide County the goods described in the attached Proposal being marked as **Exhibit "A,"** which is incorporated herein.

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

II.

Effective Date: This Contract shall be in full force and effect as of the date of the last party's execution below.

III.

Consideration and Compensation: County shall pay Vendor for the goods in the amount set out in **Exhibit "A."** Payment for the goods shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; or (2) the date the Williamson County Auditor receives an invoice for the goods. Interest charges for any overdue payments shall be paid by the

County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Confidentiality: Vendor expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

V.

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

VI.

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS'

FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF VENDOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Vendor may not assign this Contract.

XV.

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

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

A. As described in the attached Proposal, and being marked **Exhibit "A,"** which is incorporated herein; and
B. The cooperative purchasing contract (HGAC Contract #AM10-23 (EMS)).

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 20_____

VENDOR:

Siddons-Martin Emergency Group
Name of Vendor

Travis R. Tatsch
Authorized Signature

Travis R. Tatsch
Printed Name

Date: June 6th, 2024

Exhibit "A"
Quote/Proposal

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

May 13, 2024

Mike Knipstein
WILLIAMSON COUNTY EMS
3151 SE INNER LOOP
GEORGETOWN, TX 78626

Proposal For: Wilco 2024

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to WILLIAMSON COUNTY EMS. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB WILLIAMSON COUNTY EMS and training on operation and use of the apparatus.

Description	Amount

Qty. 8 - 10077-0038 - Wheeled Coach Ford F 450 Type 1
(Unit Price - $325,295.00)
Delivery within 39-40 months of order date
QUOTE # - SMEG-0007146-3

Vehicle Price		$2,602,360.00
2017 - Ford - F450 - ET1791	($19,000.00)	
2019 - Ford - F450 - ET1952	($22,750.00)	
2017 - Ford - F450 - ET1794	($17,750.00)	
2018 - Ford - F450 - ET1817	($20,500.00)	
2017 - Ford - F450 - ET1797	($17,500.00)	
2018 - Ford - F450 - ET1815	($19,850.00)	
2018 - Ford - F450 - ET1816	($21,500.00)	
10077-0038 - UNIT TOTAL		**$2,463,510.00**

SUB TOTAL	$2,463,510.00
HGAC AM10-23 (EMS)	$1,000.00
TOTAL	**$2,464,510.00**

Price guaranteed for 30 days. This quote includes (1) final inspection trip to the factory for (2) personnel.
The quoted price includes a $12,000 inflation protection adjustment to account for price increases from the chassis manufacturer and/or ambulance builder during the build phase. In the event there is no price increase during the build

phase, or the increase less than $12,000, Siddons-Martin will discount the final price by an amount equal to $12,000 less the manufacturer/builder price increase amount.

Additional – Trade-in Units: The quoted trade in values will remain valid as long as the units do not exceed 25,000 miles from date of the Purchase Order. Siddons Martin reserves the right to inspect each unit to verify its condition and mileage and retains the discretion to accept or reject any trade-in based on its condition, mileage, or other factors. Should the mileage meet or exceed 25,000 miles, or if the units' condition deviates from what was initially represented by Customer, the quoted trade-in value will be subject to change.

Additional: 'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.
Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.'

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Gretchen Peters

Gretchen Peters

I, _____, the authorized representative of WILLIAMSON COUNTY EMS, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

_____

Signature & Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1164806

Date Filed:
05/22/2024

Date Acknowledged:
05/23/2024

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

Siddons Martin Emergency Group, LLC
Houston, TX United States

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

Williamson County

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.

2024207
Qty 8 - Wheeled Coach Ford F450 Type I for 2024

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Siddons Martin Holding, Inc.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1164806

Date Filed:
05/22/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Siddons Martin Emergency Group, LLC
Houston, TX United States

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

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.
2024207
Qty 8 - Wheeled Coach Ford F450 Type I for 2024

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Siddons Martin Holding, Inc.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kathryn Williams, and my date of birth is [redacted].

My address is [redacted] (street), Houston (city), TX (state), 77073 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 22nd day of May (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **39.**

Meeting Date: 06/18/2024

Approval of Software Service Agreement for CloudGavel's Electronic eWarrant Solutions from Tyler Technologies for IT department.

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the software service agreement #2024210 between Williamson County and Tyler Technologies, Inc. for the CloudGavel's eWarrent Solutions software for a total amount of $5,000.00, pursuant to Sourcewell contract #090320-TTI.

Background

CloudGavel’s electronic warrant solution revolutionizes the way our criminal justice system operates. eWarrants is a practice by which the entire warrant process can be facilitated in a secure cloud environment. The capability of processing warrants online allows for a rapid response time by the courts. Hence, resulting in an overall improvement in public safety efficiency. Law enforcement officers can now get an arrest warrant approved in minutes as opposed to hours. The Pilot begins when approved and goes through September 30, 2024 in the amount of $5,000.00. The First Term for CloudGavel eWarrent will begin October 1,2024-September 30, 2025 in the amount of $57,050.00, for FY25. -The contract/quote states that the pilot term is a flat fee of = $5,000 -The first term (auto-renewal for FY25) is at minimum $13,500 (for 600 warrants) + implementation costs of $43,550 = $57,050. This is outlined in the quote for approval: Total Cost for approval is $62,050 ($5,000 + $57,050) This break out can be shown on Exhibit A of Page 1, section 2 on the service agreement attached. The funding source is 01.0100.0503.003011 per FY24 budget for the amount of $5,000 and $57,050 for FY25, approved by budget. Department contact is Deana Saucedo. Tyler Technologies, Inc. is a publicly-traded company, and therefore no Form 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tyler Technologies CloudGavel Service Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/12/2024 02:53 PM
County Judge Exec Asst.	Becky Pruitt	06/13/2024 08:25 AM
Form Started By: Koren Shannon		Started On: 05/28/2024 01:59 PM
Final Approval Date: 06/13/2024		

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 9076;

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://sourcewell-mn.gov/cooperative-purchasing/; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure eWarrants/CloudGavel software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means Williamson County, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party

Software.

- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the last signature date set forth in the signature block.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS

Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to

any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

10. Legislative Change Support. For county customers, we make available legislative change support as follows:

10.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

10.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.

10.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.

10.4 You are responsible for any fees in excess of the applicable limits under Section 10.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.

10.5 Business process changes, including usage of optional or new features and data fields, may be required to meet the needs of legislative changes. Tyler will document intended utilization of such new features or new fields, but it is the client's responsibility to enact process changes for compliance with new requirements.

10.6 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS

Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. This Agreement shall have an initial pilot term that commences on the Effective Date and continues through September 30, 2024 (the "Pilot Period"). Upon the expiration of the Pilot Period, the Agreement will continue for the first full term, which shall commence on October 1, 2024 and continue through September 30, 2025 (the "First Term"). Upon expiration of the First Term, this Agreement will renew automatically for additional one (1) year renewal terms (each a "Renewal Term") at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Termination for Convenience During Pilot Period. During the Pilot Period only, you may terminate this Agreement for convenience by providing Tyler with thirty (30) days written notice. In the event of such termination for convenience during the Pilot Period, you will not be entitled to a refund of previously paid fees.

   2.2 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.3 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.4 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.5 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER

WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will

convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect

the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Client 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 Client'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.

20. Right to Audit. Tyler agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any and all books, documents, papers and records of Tyler which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, provided however, that any such audit shall be subject to Tyler's current confidentiality and security policies. Tyler agrees that licensee shall have access during normal working hours to all necessary Tyler facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Licensee shall give Tyler reasonable advance notice, but no less than thirty (30) days advance written notice, of intended audits. Client shall be responsible for the cost of any audit conducted under this section unless otherwise agreed to by the parties in writing pursuant to the terms of this Agreement.

21. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

22. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that

party to this Agreement.

23. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

24. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

25. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup, and to applicable provisions found in the current Twilio Terms of Service, available at https://www.twilio.com/legal/tos. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

26. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	CloudGavel Application Service Provider Agreement ("CloudGavel EULA")

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Sherry Clark

Name: Sherry Clark

Title: Group General Counsel

Date: 5/23/24

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

With a copy to:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

Williamson County, TX

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:
Williamson County, TX
_____
_____
Attention: _____

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Pilot Period

Third Party SaaS Software Fee Payments	
	Pilot Period (Effective Date - Sept. 30, 2024)
eWarrants/CloudGavel	$5,000
Total Third Party Software Fee Payments	**$5,000**
Notes: Pilot Period scope includes an unlimited number of arrest warrants from Round Rock Police Dept. (RRPD) only submitted to the Williamson County Associate Judges only. Additional warrants executed outside the scope described above (e.g. other warrant types or warrants to/from additional agencies) will be billed in arrears at the end of the Pilot Period based on the per warrant cost table.	

First Term

Third Party SaaS Software Fee Payments		
		First Term (October 1, 2024 - Sept. 30, 2025)
eWarrants/CloudGavel		$15,000
Total Third Party Software Fee Payments		**$15,000**
Third Party SaaS Software (First Term)		**Annual Fee**
eWarrants/CloudGavel (Up to 600 Warrants - First Term)**		**$15,000**
	Sourcewell Discount	**-$1,500**
	Total Annual Software Fee (First Term)	**$13,500**
Implementation Services		
Professional Services-Year 1 (Fixed Cost)		**Cost**
Professional Services (Implementation of eWarrants/CloudGavel)		$43,550
	Total Professional Services Cost	**$43,550**
Travel Expenses		
Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.		

NOTES:

**First Term: The scope for the First Term and Renewal Terms includes up to 600 warrants annually (including any type of warrant, to/from any agency). If Client exceeds the annual stated maximum number of warrants per year (600 ea.), Client will be billed quarterly in arrears for the executed warrant overages based on the per warrant cost table, beginning in the quarter in which the annual maximum amount is exceeded.

Per Warrant Cost Table

Price Per Warrant	Number Of Warrants (Annually)
$25	1-600 warrants
$23	601 – 1,500 warrants
$20	1,501 warrants and above

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees for Tyler Software. For the avoidance of doubt, as of the Effective Date, no Tyler Software, and no associated SaaS Fees, are included in the Agreement.

2. Other Tyler Software and Services.

   2.1 Implementation and other professional services (including training), at the rates set forth in the Investment Summary, are billed and invoiced in accordance with the following milestones:

      2.1.1 25% upon completion of the Kickoff Meeting;

      2.1.2 25% upon Tyler providing Client with access to the Test environment;

      2.1.3 50% on the date that Tyler makes the Tyler Software set forth in the Investment Summary first available for use in live production.

3. Third Party Products.

   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.

   3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

   3.4 *Third Party SaaS Fees:* Third Party SaaS Fees for the eWarrants/CloudGavel software are invoiced as set forth below. Your use of the eWarrants/CloudGavel software is subject to the additional terms and conditions contained in the CloudGavel EULA attached as Exhibit D to this Agreement.

      3.4.1 Pilot Period. Third Party SaaS Fees for the Pilot Period, in the amount of $5,000,

shall be invoiced on the Effective Date. During the Pilot Period, the following terms shall apply:

3.4.1.1 The Third Party SaaS Fees for the Pilot Period include an unlimited number of arrest warrants from Round Rock Police Department submitted to the Williamson County Associate Judges.

3.4.1.2 You may choose to use eWarrants to send additional warrants beyond the scope set forth in Section 3.4.1.1 above (e.g., other agencies, judges, or warrant types). Fees for any such additional warrants will be invoiced in arrears on October 1, 2024 for the actual number of additional warrants initiated during the Pilot Period at the applicable rate in the Per Warrant Cost Table set forth in the Investment Summary.

3.4.2 First Term. Following the Pilot Period, Third Party SaaS Fees for eWarrants/CloudGavel are invoiced on an annual basis, beginning with the commencement of the First Term as set forth in Section F(1) of this Agreement. Your annual Third Party SaaS Fees for the First Term are set forth in the Investment Summary. Any additional warrants initiated in a given annual term beyond the maximum annual amount included in the Investment Summary will be billed quarterly in arrears, beginning with the quarter in which the annual amount is exceeded, at the applicable rate set forth in the Per Warrant Cost Table based on the actual number of additional warrants initiated. Upon expiration of the First Term, your annual Third Party SaaS Fees will be at our then-current rates.

3.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with the Williamson County Vendor Reimbursement Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Response and Resolution Targets may differ by product or business need

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
CloudGavel EULA

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FusionStak | CloudGavel

Application Service Provider Agreement

WHEREAS CloudGavel LLC (“CloudGavel”) provides a hosted Internet-based online document electronic signature software service under the trademark “CloudGavel” (collectively the "Service"), and our customer, as specified in the Tyler contract/amendment (“Customer”), wishes to subscribe to and use the Service. The initial number of subscriptions desired by Customer are specified in the Order Form.

THEREFORE, the parties agree as follows:

1. Definitions and Construction

1.1 As used in this Agreement and in any other related Order Form now or hereafter associated herewith, the following definitions shall apply:

(a) "Agreement" means these terms of use, any Order Forms issued hereunder and any materials available on the CLOUDGAVEL website specifically incorporated by reference herein, as such materials and the terms of this Agreement may be updated by CLOUDGAVEL from time to time in its sole discretion;

(b) "Content" means the information, documents, software, products and services contained or made available to Customer in the course of using the Service;

(c) "Customer Data" means any data, information or material provided or submitted by Customer to the Service in the course of using the Service;

(d) "Effective Date" means the earlier of (i) the date this Agreement is signed by both parties and (ii) the date Customer begins using the Service;

(e) "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

(f) "Order Form(s)" means the document or other tangible form of communication evidencing the initial subscription for the Service and any subsequent modification thereto, specifying, among other things, the number of licenses, the applicable fee, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement;

(g) "CLOUDGAVEL Technology" means all of CLOUDGAVEL's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by CLOUDGAVEL in providing the Service;

(h) "Service(s)" means CLOUDGAVEL's online document electronic signature software and updates and revisions which CLOUDGAVEL shall implement from time to time, to which Customer is being granted access via IP address under this Agreement, and includes the CLOUDGAVEL Technology, the Content, and data transmission, access and storage; and

2. License Grant & Restrictions

2.1 **Use of Service.** Subject to the payment of fees described in Section 6, CLOUDGAVEL hereby grants Customer a non-exclusive, non-transferable right to access and use the Service, solely for Customer’s own internal business purposes, in accordance with the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by CLOUDGAVEL. Customer may and may permit its employees and third party contractors who have been specifically authorized by User in writing (including Customer, collectively “Authorized Users”) to access and use the Service solely for the benefit of Customer, subject to and in accordance with the terms of this Agreement. Customer shall notify CLOUDGAVEL of any unauthorized third party access to or use of the Service. Customer shall at all times remain liable for any and all violations of this Agreement by any Authorized User in accordance with the terms and conditions set forth herein.

2.2 **No Sublicense.** Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device without authorization from CLOUDGAVEL; (iv) reverse engineer the Service; (v) grant any security interest in the Service; (vi) remove or alter any copyright, trademark,

or other proprietary notices, legends, symbols or labels appearing on or in the Service; or (vii) access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. Authorized User login credentials cannot be shared or used by more than one individual Authorized User but may be reassigned from time to time to new Authorized Users who are replacing former Authorized Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

2.3 **Internal Business Use Only.** Customer may use the Service only for Customer's internal business purposes and shall not, nor shall it permit any third party to: (i) upload or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (ii) knowingly upload or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iv) attempt to gain unauthorized access to the Service or its related systems or networks.

2.4 **Access.** The Service will be accessed through CLOUDGAVEL's network (the "CloudGavel Network"). Customer shall (a) comply with any CLOUDGAVEL policies or instructions concerning access to, use of and security of the CLOUDGAVEL Network, (b) access and use the CLOUDGAVEL Network solely for the purpose of exercising the license granted to Customer in Section 2.1, in accordance with the terms and conditions of this Agreement, and (c) cease use of the CLOUDGAVEL Network immediately upon termination or expiration of this Agreement. Customer shall provide its Authorized Users with login credentials to access the CLOUDGAVEL Network, through which Authorized Users are able to access and use the Service. Authorized Users shall not cause or permit their login credentials to be used under any circumstances by any other person or entity for any purpose. Without limiting the foregoing, CLOUDGAVEL shall have the right to restrict and monitor Customer's and its Authorized Users' use of the CLOUDGAVEL Network; however, no such restriction or monitoring shall affect Customer's use of the Services contemplated hereunder in accordance with the terms and conditions set forth herein. Access to the CLOUDGAVEL Network and the Service residing thereon is subject to interruptions for routine maintenance and updates and for any power or service outages and other circumstances outside CLOUDGAVEL's reasonable control. CLOUDGAVEL will use commercially reasonable efforts to provide Customer with reasonable prior notice of any scheduled downtime or maintenance of the CLOUDGAVEL Network. CLOUDGAVEL MAKES NO REPRESENTATION, WARRANTY OR GUARANTY REGARDING THE AVAILABILITY OF THE SERVICE OR UPTIME OF THE CLOUDGAVEL NETWORK. Customer acknowledges that CLOUDGAVEL does not control the transfer of data over communications facilities, including the Internet, and that access to the Service may be subject to the limitations, delays and security breaches inherent in the use of such communications facilities.

2.5 **Third Party Software.** Certain third party proprietary software is made available to Customer together with the CLOUDGAVEL Technology and the Service pursuant to certain third party licenses and notices as indicated in the documentation posted on the Service ("Third Party Software"). This Agreement does not grant Customer or any of its Authorized Users any right to use such Third Party Software, nor does CLOUDGAVEL make any representation or warranty regarding such Third Party Software. Use of Third Party Software is subject to the terms and conditions of the applicable third party licenses or notices.

3. Customer Responsibilities

3.1 **Compliance.** Customer is responsible for all activity occurring under Authorized User accounts and Customer shall and shall cause all Customer Users to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's and its Authorized Users' use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data including HIPAA information restrictions. Customer shall and shall cause all Customer Users to: (i) notify CLOUDGAVEL immediately upon discovering any unauthorized use of any CLOUDGAVEL password or account or any other known or suspected breach of security; (ii) report to CLOUDGAVEL immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer; and (iii) not impersonate another CLOUDGAVEL user or provide false identity information to gain access to or use the Service. Furthermore, other than the payment of amounts due pursuant to Annex 1 attached hereto or as otherwise expressly provided in this Agreement, Customer shall cause each Authorized User to comply with the obligations of this Agreement as if the Authorized User is the Customer.

4. Account Information and Data

4.1 **Customer Data.** In the event this Agreement is terminated, CLOUDGAVEL will provide to Customer a file of the Customer Data within 30 days of termination. This data should be provided in a commonly used format that does not require a proprietary product to access (e.g. csv).

4.2 **Backup.** CLOUDGAVEL shall conduct full database server backups at appropriate intervals, in its sole and absolute discretion, based upon utilization and data content changes. CLOUDGAVEL shall store a monthly backup offsite for disaster recovery and long term data archive. Upon Customer's written request and at the published custom programming service fees, Customer's Data may be restored. Customer Data is archived on a 2 week rotating backup basis. CLOUDGAVEL shall

use commercially reasonable means to ensure the security of Customer Data during the term of this Agreement, and any renewal thereof, and in accordance with all records and reporting requirements set forth herein.

4.3 **Analysis.** CLOUDGAVEL reserves the right to perform statistical analysis and diagnostics of all of our web sites, data, application hosting and our hosting systems. We do this to measure the effectiveness of our web sites, to optimize website performance, and to ensure license compliance. In connection with the foregoing, CLOUDGAVEL may aggregate deidentified Customer Data, and other information collected by CLOUDGAVEL in connection with Customer's or its Authorized Users' use of the Service, with non-identifiable anonymous data from other CLOUDGAVEL customers to create anonymous aggregated data that does not identify Customer or any Customer Data or Authorized User ("Aggregated Data"). CLOUDGAVEL shall solely own all rights in and to any Aggregated Data, and has the irrevocable right to maintain, store, use, disclose or sell such Aggregated Data; however, Customer shall retain full ownership of Customer Data. CLOUDGAVEL may use Aggregated Data for its internal purposes, including, without limitation, to perform statistical analyses to improve the Service, and for CLOUDGAVEL's other legitimate business purposes, including, without limitation, to supply market research to strategic partners, advertisers or other third parties.

5. Intellectual Property Ownership

5.1 **Ownership.** CLOUDGAVEL alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the CLOUDGAVEL Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback or recommendations or other information provided by Customer or any other party relating to the Service, other than Customer Data (collectively, "Feedback"). CLOUDGAVEL will be entitled to, but is not obligated to, use any such Feedback for any purpose whatsoever without restriction and without compensating Customer in any way, and by submitting any such Feedback, Customer represents to CLOUDGAVEL, that Customer has the right to provide such Feedback to CLOUDGAVEL. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, the CLOUDGAVEL Technology or the Intellectual Property Rights owned by CLOUDGAVEL. The CLOUDGAVEL name, the CLOUDGAVEL logo, and any other product names that may be associated with the Service are trademarks of CLOUDGAVEL or third parties, and no right or license is granted to use them.

5.2 **Further Assurances.** If Customer is ever held or deemed to be the owner of any CLOUDGAVEL Technology, the Service or the Content, or any Intellectual Property Rights therein or thereto, Customer hereby irrevocably and exclusively assigns to CLOUDGAVEL all right, title and interest in and to such technology, service or content and the Intellectual Property Rights therein or thereto, in perpetuity, whether now or hereafter known or devised. To the extent that any applicable law prohibits or limits such assignment, Customer hereby grants to CLOUDGAVEL an exclusive, irrevocable, royalty-free, fully paid-up, transferable, sublicenseable (including through multiple tiers), worldwide right and license to access and use such CLOUDGAVEL Technology, Service or Content. Upon CLOUDGAVEL's request, Customer shall take all such other actions, including, without limitation, the execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure and perfect the rights and interests of CLOUDGAVEL in and to the CLOUDGAVEL Technology, the Service and the Content.

6. Charges and Payment of Fees

6.1 **Fee Payment.** Customer shall pay all fees or charges to Customer's account in accordance with the fees and billing terms set forth in Customer's agreement with Tyler.

7. Billing and Renewal

7.1 **Fees in Advance.** Customer shall pay all fees in advance for use of the Service and remit all payments to Tyler directly in accordance with the the payment schedules and terms set forth in Customer's agreement with Tyler.

8. Suspension and Audit

8.1 **Non-Payment Suspension or Termination.** In addition to any other rights granted to CLOUDGAVEL herein, CLOUDGAVEL reserves the right to suspend or terminate this Agreement and Customer's access to the Service if any invoice remains unpaid for a period exceeding 30 days from the date of the invoice. Unpaid invoices incur 12% interest compounding monthly, or the maximum permitted by law, whichever is less, plus all expenses of collection and attorney fees. If either party initiates termination of this Agreement, Customer will be obligated to pay the balance due on Customer's account.

8.2 **Additional Causes for Suspension.** In addition to any other rights granted to CLOUDGAVEL herein, CLOUDGAVEL reserves the right to suspend or terminate this Agreement and Customer's access to the Service in the event of Customer's or any of its Authorized Users' (i) breach of Section 2, Section 3, Section 5 or Section 12, (ii) violation of applicable laws, or (iii) gross negligence, willful misconduct or fraud.

8.3 **Reconnection Fee.** CLOUDGAVEL reserves the right to impose a reconnection fee in the event Customer's account is suspended and thereafter Customer requests access to the Service.

8.4 **Records and Reporting**. CLOUDGAVEL will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of six (6) years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Agreement. If this Agreement is terminated for any reason, CLOUDGAVEL will deliver to the Customer all plans and records of work compiled through the date of termination. Additionally, CLOUDGAVEL is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the Customer.

8.5 **Audit and Other Oversight.** In addition to the obligations set forth in 8.4 above, and notwithstanding anything to the contrary herein, CLOUDGAVEL will submit to any Customer audit, inspection, and review and, at the Customer's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of CLOUDGAVEL, its employees, agents, assigns, successors and subcontractors, during normal business hours at CLOUDGAVEL'S office or place of business in Louisiana. If no such location is available, CLOUDGAVEL will make the documents available at a time and location that is convenient for the Customer. Failure to comply with such requests shall constitute a material breach of the Agreement.

9. Renewal and Termination

9.1 **Term.** This Agreement commences on the Effective Date and continues until terminated in accordance with the terms of this Agreement. The Initial Term of this Agreement is one (1) year and commences on the Effective Date. Upon mutual agreement of the parties, this Agreement may be renewed for no more than four (4) annual one (1) year terms at the then negotiated rates.

9.2 **License Volume Modification and Termination.** Either party may terminate this Agreement or reduce the number of subscriptions, effective upon the expiration of the then-current Term, by notifying the other party in writing prior to the expiration of the then-current Term.

9.3 **Breach of Payment Obligation.** Any breach of Customer's payment obligations or unauthorized use of the CLOUDGAVEL Technology or Service will be deemed a material breach of this Agreement. If Customer breaches or otherwise fails to comply with this Agreement, and such breach or noncompliance remains uncured in excess of 30 days following Customer's receipt of CLOUDGAVEL's notification thereof, then CLOUDGAVEL may cancel Customer's password, account and use of the Service upon written notice to Customer of any such material breach of this Agreement. Notwithstanding the foregoing, CLOUDGAVEL may terminate this Agreement and Customer's access and use of the Service immediately upon written notice to Customer in the event of (i) Customer's or its Authorized Users' breach of Section 2, Section 3, Section 5 or Section 12 or (ii) Customer or any of its affiliates commences a voluntary (or is a debtor in an involuntary) proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property.

9.4 **Effect of Termination**. Upon expiration or earlier termination of this Agreement for any reason, Customer agrees to immediately (i) cease, and shall cause its Authorized Users to cease, accessing and using the Service and the Content, (ii) pay in full any remaining balance of fees and any other sums outstanding that are then due and payable under this

Agreement, and (c) return to CLOUDGAVEL all of CLOUDGAVEL'S Confidential Information then in Customer's possession or control.

9.5 **Survival.** Sections 3.1, 5, 9.4, 9.5, and 11-18 shall survive the termination or expiration of this Agreement.

10. Representations & Warranties

10.1 **Power & Authority.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Customer represents and warrants that it has not provided any false identification or other information to gain access to the Service and that the billing information provided is correct.

10.2 **ACCESS TO SERVICE(S).** CUSTOMER AGREES THAT CLOUDGAVEL IS NOT RESPONSIBLE FOR ANY SERVICE LIMITATIONS CAUSED BY THE INABILITY TO ACCESS THE INTERNET OR MAINTAIN A STRONG OR CONSISTENT CONNECTION TO THE INTERNET.

10.3 **FORCE MAJEURE.** OTHER THAN THE PAYMENT OF AMOUNTS PROVIDED ON ANNEX 1, NEITHER PARTY WILL BE DEEMED TO BE IN BREACH OF THIS AGREEMENT, OR BE ENTITLED TO DAMAGES OR CREDITS PURSUANT TO THIS AGREEMENT, FOR ANY FAILURE OR DELAY IN PERFORMANCE CAUSED BY THE OTHER PARTY OR BY AN ACT OF GOD, WAR, CIVIL DISTURBANCE, COURT ORDER, STRIKE, OR OTHER CAUSE BEYOND ITS REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION FAILURES OR FLUCTUATIONS IN POWER, HEAT, LIGHT, AIR CONDITIONING, INTERNET HUBS OR TELECOMMUNICATIONS EQUIPMENT.

11. Disclaimer of Warranties

Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data.

12. Confidentiality

12.1(a) **Confidential Information.** "Confidential Information" means all confidential or proprietary materials or information (including, without limitation, information or materials relating to the business of CLOUDGAVEL or its affiliates, or any of its or their intellectual property, including trade secrets, ideas, strategies, designs, methodologies or other know-how, financial information, customer or provider information and any other information regarding operations, products, services or business plans) disclosed in any format or medium by or on behalf of CLOUDGAVEL to Customer or any of its Authorized Users under this Agreement, except as otherwise provided herein. Without limiting the foregoing, Confidential Information includes the CLOUDGAVEL Technology, the Content and the Service, but shall not include the terms and conditions of this Agreement. Confidential Information shall also not include information which Customer can demonstrate: (i) is already known to Customer at the time of disclosure hereunder, except as previously disclosed to Customer or any of its Authorized Users by or on behalf of CLOUDGAVEL; (ii) is publicly known at the time of disclosure hereunder, or thereafter becomes publicly known through no breach of this Agreement by Customer or any of its Authorized Users; (iii) is lawfully received by Customer from a third party without a direct or indirect obligation of confidentiality to CLOUDGAVEL with respect to such disclosure; or (vi) is developed independently by Customer without reference to or use of any Confidential Information. CLOUDGAVEL acknowledges that they shall be subject to public records laws.

12.1(b) Customer Data and all identifying information included therein is considered "Confidential Information" and shall not be shared in any way by CloudGavel with third parties. Due to the nature of the information included in Customer Data, future, ongoing or past criminal investigations will be put at risk if Customer Data is shared by CloudGavel. This includes but is not limited to names, addresses, jurisdictions, and objects described in the Customer Data and use of Cloud Gavel.

12.2 **Restrictions.** Customer shall: (i) not disclose Confidential Information to any third party without the prior written consent of CLOUDGAVEL, except as expressly permitted by this Agreement; (ii) use the Confidential Information solely for the purposes of exercising its rights and performing its obligations under this Agreement, in each case in accordance with the terms hereof; and (iii) safeguard the Confidential Information to the same extent that Customer protects its own Confidential Information, but under no circumstances with less than reasonable care. Notwithstanding anything to the contrary set forth herein, Customer may disclose Confidential Information to (a) its Authorized Users who are bound to Customer by obligations of confidentiality that are substantially similar to those set forth herein, and (b) the extent required by applicable law or order of a court or governmental entity, including, but not limited to, La. Rev. Stat. 44:1 et seq., provided that Customer immediately furnishes CLOUDGAVEL with prior written notice of such disclosure and cooperates with CLOUDGAVEL in obtaining a protective order or other appropriate relief. In the event that CLOUDGAVEL is unable to obtain such protective order or other appropriate relief, Customer shall limit such disclosure to that which is legally required and shall seek confidential treatment thereof.

13. Limitation of Liability

13.1 IN NO EVENT SHALL CLOUDGAVEL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF CLOUDGAVEL HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WITHOUT LIMITING THE FOREGOING, CLOUDGAVEL'S LIABILITY FOR CLIENT'S DAMAGES SHALL BE FURTHER LIMITED BY THE AMOUNT PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT FOR THE PRIOR TWELVE (12) MONTHS.

14. Notice

14.1 CLOUDGAVEL may give notice by means of electronic mail to Customer's e-mail address on record in CLOUDGAVEL 's account information, or by written communication sent by first class mail or pre-paid post to Customer's address on record in CLOUDGAVEL 's account information. Such notice shall be deemed to have been given when received by Customer. Customer may give notice to CLOUDGAVEL (such notice shall be deemed given when received by CLOUDGAVEL) at any time by any of the following: letter delivered by nationally recognized expedited delivery service or first class postage prepaid mail to CLOUDGAVEL at the following address: CLOUDGAVEL LLC, 8733 Siegen Lane, Ste. 147, Baton Rouge, LA 70809 addressed to the attention of: Chief Financial Officer or by email delivered to sales@cloudgavel.com.

15. Modification to Service; Precedence

15.1 Without limiting the foregoing, this Agreement may only be modified by written agreement of the parties. In the event of any conflict between the terms of this Agreement, and the terms of any Order Form or any CLOUDGAVEL policies, the terms of this Agreement shall prevail.

16. Assignment; Change in Control

16.1 This Agreement may not be assigned by Customer, by operation of law or otherwise, without the prior written approval of CLOUDGAVEL. Any purported assignment in violation of this section shall be void.

17. General

17.1 **Governing Law.** This Agreement shall be governed by the laws applicable in and to Louisiana without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts serving Williamson County, TX. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, all other provisions shall nevertheless remain in full force and effect.

17.2 **No Business Affiliation.** No joint venture, partnership, employment, or agency relationship exists between Customer and CLOUDGAVEL as a result of this agreement or use of the Service.

17.3 **No Waiver.** The failure of CLOUDGAVEL to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CLOUDGAVEL in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

17.4 **Equitable Relief.** Customer acknowledges and agrees that money damages are not a sufficient remedy for any breach of Sections 2, 3, 5 or 12, and that, in addition to all other remedies available under this Agreement, or at law or in equity, CLOUDGAVEL shall be entitled to seek specific performance and/or injunctive or other equitable relief without the necessity of posting bond as a remedy for any such breach or threatened breach, and Customer hereby waives any requirement for the securing or posting of any bond in connection with such remedy.

17.5 **Termination for Non-Appropriation**. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the Customer will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

17.6 **Prohibition of Financial Interest in Agreement**. No elected official or employee of the Customer shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the Customer shall be deemed to be a financial interest of such elected official or employee of the Customer. Any willful violation of this provision, with the expressed or implied knowledge of CLOUDGAVEL, shall render this Agreement voidable by the Customer and shall entitle the Customer to recover, in addition

to any other rights and remedies available to the Customer, all monies paid by the Customer to CLOUDGAVEL pursuant to this Agreement without regard to CLOUDGAVEL'S otherwise satisfactory performance of the Agreement.

17.7 **Prohibition on Political Activity**. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

17.8 **Non-Exclusivity**. This Agreement is non-exclusive and CLOUDGAVEL may provide services to other clients, subject to the Customer's approval of any potential conflicts with the performance of this Agreement and the Customer may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

17.8.2 **Convicted Felon Statement**. No principal, member, or officer of CLOUDGAVEL has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

17.8.3 **Non-Solicitation Statement**. CLOUDGAVEL has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. CLOUDGAVEL has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

Questions regarding this Application Service Provider Agreement or CLOUDGAVEL's privacy and security policies may be directed to CLOUDGAVEL by e-mailing such questions to: support@cloudgavel.com.

Williamson County, TX eWarrants SaaS Agreement Final 052324

Final Audit Report 2024-05-23

Created:	2024-05-23
By:	Rachel Mehlsak (rachel.mehlsak@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADEVVNzvjHJga6P-clSy0oJC8WSzPaLNl

"Williamson County, TX eWarrants SaaS Agreement Final 0523 24" History

Document created by Rachel Mehlsak (rachel.mehlsak@tylertech.com)
2024-05-23 - 3:29:34 PM GMT

Document emailed to Sherry Clark (sherry.clark@tylertech.com) for signature
2024-05-23 - 3:30:02 PM GMT

Email viewed by Sherry Clark (sherry.clark@tylertech.com)
2024-05-23 - 4:59:19 PM GMT

Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2024-05-23 - 4:59:29 PM GMT - Time Source: server

Agreement completed.
2024-05-23 - 4:59:29 PM GMT

Commissioners Court - Regular Session **40.**

Meeting Date: 06/18/2024

Transfer of Tax Deduction to Hendrix Consulting Engineers

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

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on allocating to Hendrix Consulting Engineers a deduction arising from its creation of technical specifications for the installation of energy efficient commercial building property as part of the Williamson County Childrens Advocacy Center, which resulted in reduced energy consumption [Per IRC §179D(d)(4)].

Background

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy-efficient buildings. Per IRC §179D(d)(4) and Notice 2008-40, building owners of energy efficient commercial buildings may take a deduction arising from the installation of energy efficient commercial building property as part of the interior lighting, HVAC and hot water systems, or building envelope systems. If the building owner is a government entity, they may allocate the deduction to a designer of the energy-efficient commercial building property. A review of all energy efficient systems in the allocated building(s) will be performed on behalf of the building owner. If allocable deductions are identified, they will be allocated to Hendrix Consulting Engineers.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Allocation Letter

Transfer Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 08:42 AM
Form Started By: Gina Wrehsnig		Started On: 06/12/2024 04:10 PM
Final Approval Date: 06/13/2024		

MEP/ENERGY CONSULTANTS

HENDRIX CONSULTING ENGINEERS

COMMISSIONING • FIELD INVESTIGATIONS

115 East Main Street Round Rock, Texas 78664

PH: (512) 218-0060 FIRM F-4095 FAX: (512) 218-0077

June 12, 2024

Judge Bill Gravell
Williamson County
3101 SE Inner Loop
Georgetown, Texas 78626

RE: 179D Tax Deduction Form – Wilco CAC

Dear Judge Gravell,

Federal tax law, specifically §179D of the Internal Revenue Code, permits a tax-exempt property owner to allocate certain tax deductions to the designers who are instrumental in implementing energy-saving building improvements pursuant to the Energy Policy Act of 2005 (EPAct 2005). This deduction is of no benefit to the building owner because the governmental entity does not pay taxes from which the deduction can be made. IRS definitions contained in Notice 2008-40 provide that this tax deduction incentive can be allocated primarily to the persons responsible for the design of the project.

For that reason, **Hendrix Consulting Engineers (HCE), P.C.** is requesting that this incentive be allocated to us and that you identify us as the persons responsible for the MEP design by signing the attached letter. If the enclosed form is accurate, we request that you sign and date it, then return it to us either by fax or by scanning your signed copy and emailing it to my attention.

We congratulate you and your organization for the role you have undertaken in implementing Green Building initiatives. We have enjoyed the opportunity to work with you and are proud to be a part of the effort.

If you have any questions or concerns or require further information regarding the energy-saving features of the buildings, I encourage you to contact me.

Sincerely,

Byron Hendrix
P.E., C.E.A., LEED AP

Judge Bill Gravell
Williamson County
3101 SE Inner Loop
Georgetown, Texas 78626

Re: Wilco CAC

TRANSFER OF 179D TAX DEDUCTION

Under the provisions set forth by the Internal Revenue Service, Notice 2008-40, Section 3 - Special rule for Government Owned or Non Profit Buildings, the undersigned do hereby acknowledge this document as execution for transfer of allowable 179D tax deduction for the Public Building from Owner to the Designer.

Cost of the property	In excess of $7,739,070
Property Placed In Service Date	2023
179D deduction allocated to Designer – Hendrix Consulting Engineers, P.C.	100%

Owner:
"Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete."

Name: Williamson County

Address: 3101 SE Inner Loop Rd.

City: Georgetown State: Texas Zip 78626

Phone Number: 512 – 943-1609

Authorized Representative

_____ _____
Signature Date

Designer:
I declare that I have examined this allocation, including accompanying documents and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct and complete.

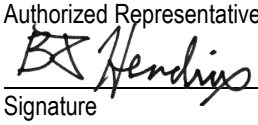
Name: Hendrix Consulting Engineers, P.C.

Address: 115 East Main Street

City: Round Rock State: Texas Zip 78664

Phone Number: 512-218-0060

Authorized Representative


06/12/2024
Signature Date

Public Building

Name: Williamson County – Child Advocacy Center

Address: 1811 S.E. Inner Loop

City: Georgetown State: Texas Zip: 78626

NOTICE 2008-40, SECTION 3 SPECIAL RULE FOR GOVERNMENT OWNED OR NON PROFIT BUILDINGS

SECTION 3. SPECIAL RULE FOR GOVERNMENT-OWNED BUILDINGS

.01 ***In General*****.** In the case of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) that is installed on or in property owned by a Federal, State, or local government or a political subdivision thereof, the owner of the property may allocate the § 179D deduction to the person primarily responsible for designing the property (the designer). If the allocation of a § 179D deduction to a designer satisfies the requirements of this section, the deduction will be allowed only to that designer. The deduction will be allowed to the designer for the taxable year that includes the date on which the property is placed in service.

.02 ***Designer of Government-Owned Buildings*****.** A designer is a person that creates the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A designer may include, for example, an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specifications for a new building or an addition to an existing building that incorporates energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A person that merely installs, repairs, or maintains the property is not a designer.

.03 ***Allocation of the Deduction*****.** If more than one designer is responsible for creating the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) on or in a government-owned building, the owner of the building shall—

(1) determine which designer is primarily responsible and allocate the full deduction to that designer, or

(2) at the owner's discretion, allocate the deduction among several designers.

.04 ***Form of Allocation*****.** An allocation of the § 179D deduction to the designer of a government-owned building must be in writing and will be treated as satisfying the requirements of this section with respect to energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) if the allocation contains all of the following:

(1) The name, address, and telephone number of an authorized representative of the owner of the government-owned building;

(2) The name, address, and telephone number of an authorized representative of the designer receiving the allocation of the § 179D deduction;

(3) The address of the government-owned building on or in which the property is installed;

(4) The cost of the property;

(5) The date the property is placed in service;

(6) The amount of the § 179D deduction allocated to the designer;

(7) The signatures of the authorized representatives of both the owner of the government-owned building and the designer or the designer's authorized representative; and

(8) A declaration, applicable to the allocation and any accompanying documents, signed by the authorized representative of the owner of the government-owned building, in the following form:

“Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.”

.05 ***Obligations of Designer*****.** Before a designer may claim the § 179D deduction with respect to property installed on or in a government-owned building, the designer must obtain the written allocation described in section 3.04. A designer is not required to attach the allocation to the return on which the deduction is taken. However, § 1.6001-1(a) of the Income Tax Regulations requires that taxpayers maintain such books and records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the taxpayer. Accordingly, a designer claiming a deduction under § 179D should retain the allocation as part of the taxpayer’s records for purposes of§ 1.6001-1(a) of the Income Tax Regulations.

.06 ***Tax Consequences to Designer of Government-Owned Buildings*****.** The maximum amount of the § 179D deduction to be allocated to the designer is the amount of the costs incurred by the owner of the government-owned building to place the energy efficient commercial building property in service. A partial deduction may be allocated and computed in accordance with the procedures set forth in sections 2 and 3 of Notice 2006-52. The designer does not include any amount in income on account of the § 179D deduction allocated to the designer. In addition, the designer is not required to reduce future deductions by an amount equal to the § 179D deduction allocated to the designer. Although reducing future deductions in this manner would provide equivalent treatment for designers that are allocated a § 179D deduction and building owners that are required to reduce the basis of their energy efficient commercial building property by the amount of the § 179D deduction they claim, § 179D does not provide for any reductions other than reductions to the basis of the energy efficient commercial building property.

.07 ***Tax Consequences to Owner of Public Building*****.** The owner of the public building is not required to include any amount in income on account of the § 179D deduction allocated to the designer. The owner of the public building is, however, required to reduce the basis of the energy efficient commercial building property (or partially qualifying commercial building property) by the amount of the § 179D deduction allocated.

Commissioners Court - Regular Session **41.**

Meeting Date: 06/18/2024

Receive the June 2024 Construction Summary Report and PowerPoint Presentation

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the June 2024 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

June 2024 PowerPoint Presentation

June 2024 Construction Summary Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 08:42 AM
Form Started By: Marie Walters		Started On: 06/13/2024 07:47 AM
Final Approval Date: 06/13/2024		

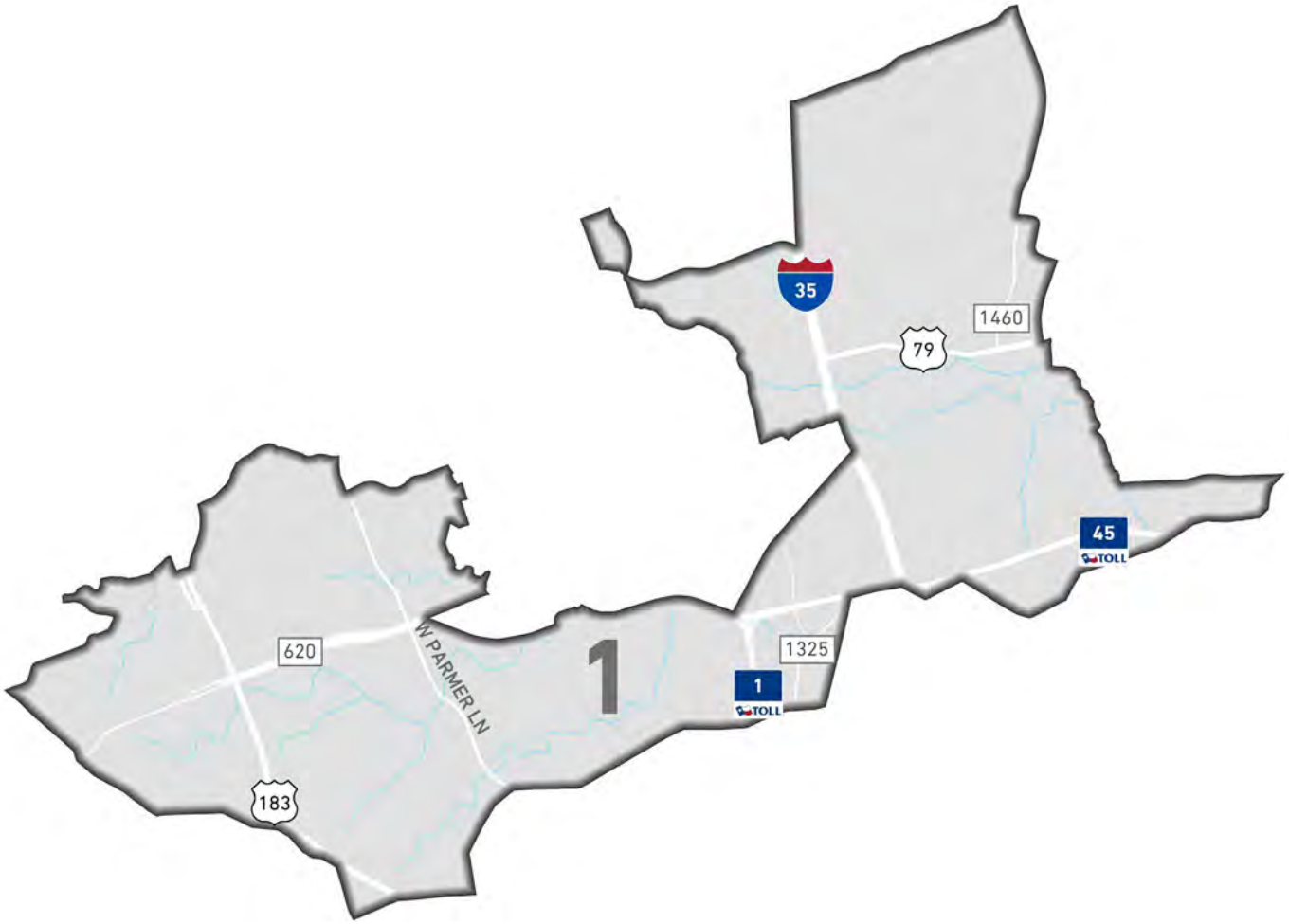
Williamson County Commissioners Court

Road Bond Program
June 18, 2024

WILCO TEXAS

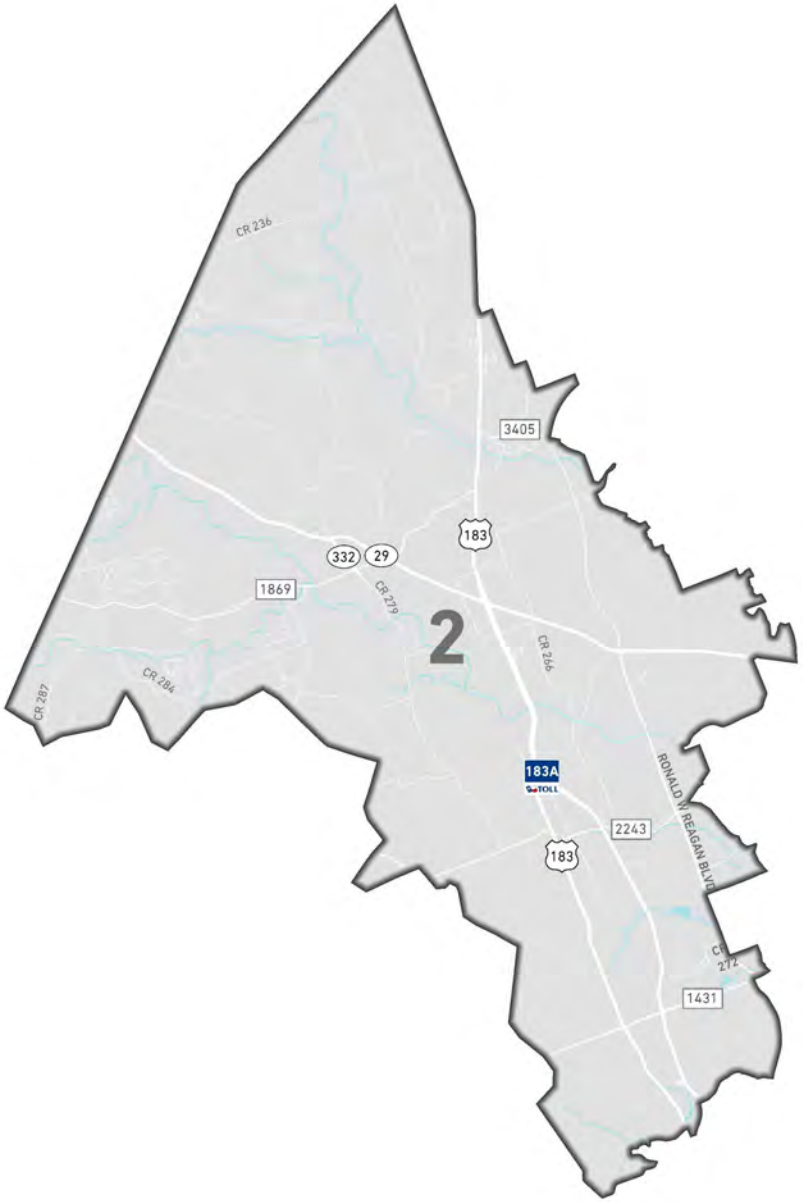
HNTB

Precinct 1



Projects under planning and design, no active construction projects

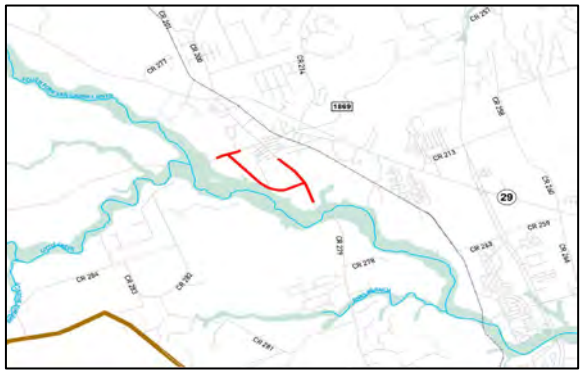
Precinct 2


CR 236
3405
183
332
29
1869
CR 279
2
CR 266
CR 284
CR 287
183A
TOLL
RONALD W REAGAN BLVD
2243
183
CR 272
1431

Liberty Hill (SH 29) Bypass

Anticipated Completion

Late 2025



Original Contract Price = $14,149,449.00

Total Change Orders to Date = $29,260.00

Adjusted Contract Price = $ 14,178,709.00

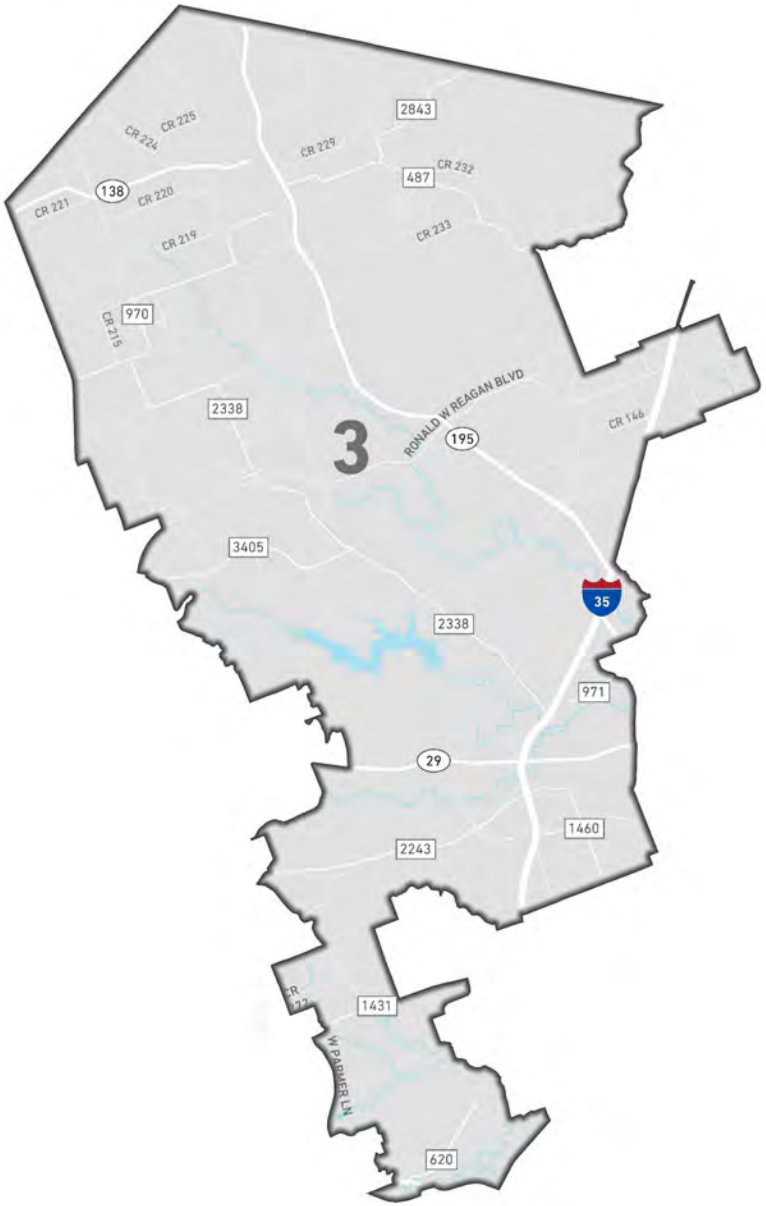
Expenditures to Date = $4,335,110.90 (31%)

Liberty Hill (SH 29) Bypass

Liberty Hill (SH 29) Bypass

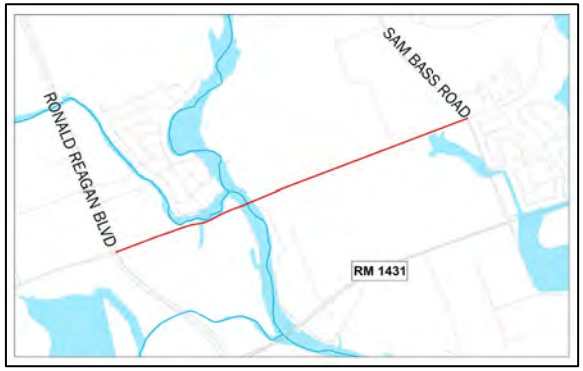
Liberty Hill (SH 29) Bypass

Precinct 3


3
CR 225
CR 224
CR 229
2843
CR 232
487
138
CR 221
CR 220
CR 219
CR 233
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PARMER LN
620

New Hope Drive Phase 2A

Anticipated Completion
Summer 2024



Partnership with the City of Cedar Park
Original Contract Amount = $22,619,961.16
Construction is managed by the City of Cedar Park

New Hope Drive Phase 2A

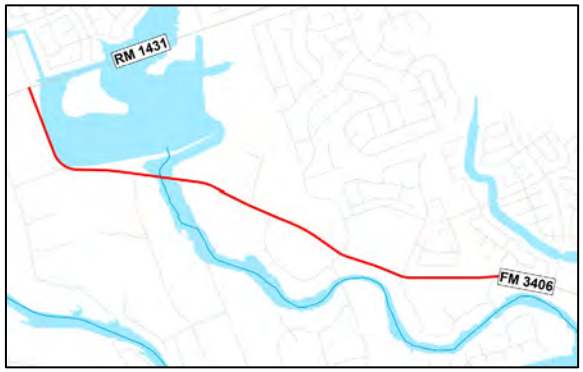
New Hope Drive Phase 2A

New Hope Drive Phase 2A

Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)

Anticipated Completion

Fall 2025



Original Contract Price = $36,145,959.00

Total Change Orders to Date = -$2,388,828.12

Adjusted Contract Price = $33,757,130.88

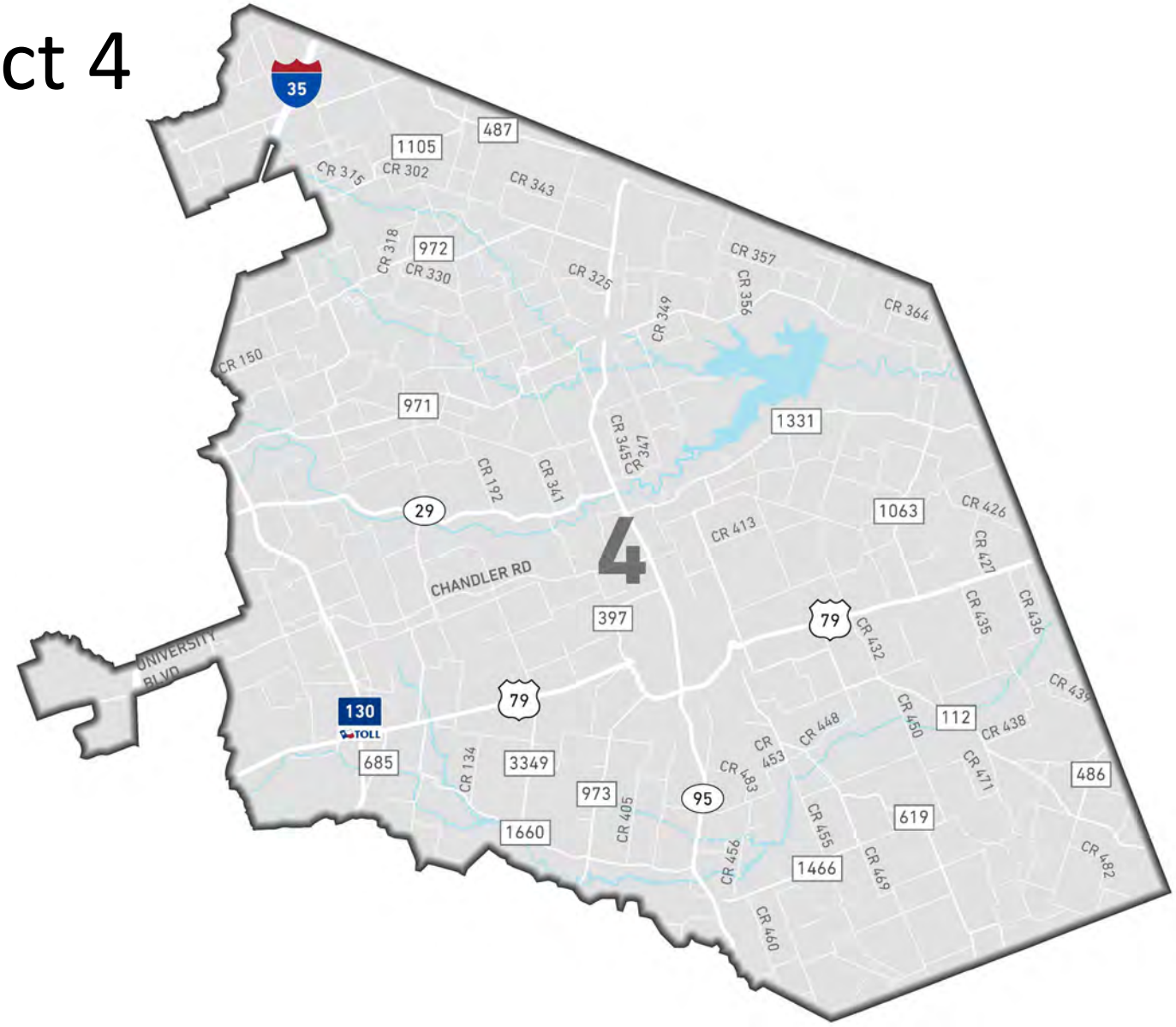
Expenditures to Date = $9,249,531.69 (27%)

Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)

Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)

Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)

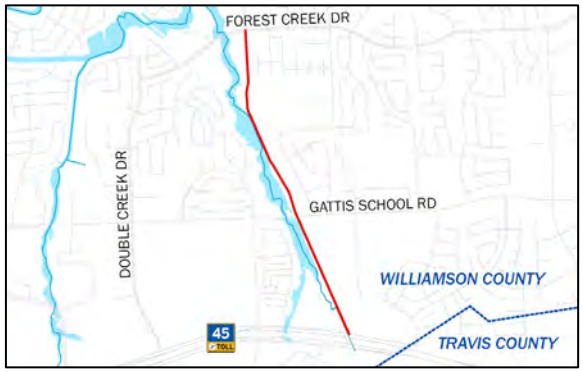
Precinct 4


4
35
487
1105
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
1063
CR 426
CR 427
CR 413
CHANDLER RD
397
79
CR 432
CR 435
CR 436
CR 439
UNIVERSITY BLVD
130
TOLL
79
CR 450
112
CR 438
CR 448
CR 453
CR 483
685
CR 134
3349
973
95
CR 471
486
CR 455
619
CR 405
1660
CR 456
1466
CR 469
CR 482
CR 460

Kenney Fort Boulevard – Seg. 2 and 3
(Forest Creek Drive to SH 45)

Anticipated Completion

Summer 2024



Partnership with the City of Round Rock

Original Contract Amount = $23,409,120.97

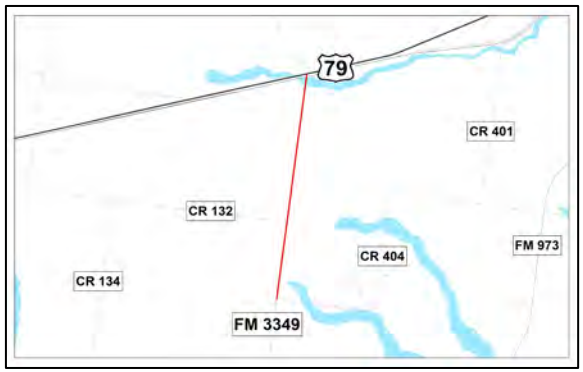
Construction is managed by the City of Round Rock

Kenney Fort Boulevard – Seg. 2 and 3
(Forest Creek Drive to SH 45)

Kenney Fort Boulevard – Seg. 2 and 3
(Forest Creek Drive to SH 45)

East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)

Anticipated Completion
Summer 2025 (Roadwork)



Original Contract Amount = $81,941,038.13
Total Change Orders = $2,062,755.19
Adjusted Contract Price = $84,003,793.32
Expenditures to Date = $50,458,315.23 (60%)

East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)

East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)

East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)

CR 366 Reconstruction
(Chandler Road to Carlos G. Parker Blvd.)

Anticipated Completion

Summer 2024

Original Contract Amount = $17,694,262.46

Total Change Orders = $164,628.93

Adjusted Contract Price = $17,858,891.39

Expenditures to Date = $13,812,226.78 (77%)

CR 366 Reconstruction
(Chandler Road to Carlos G. Parker Blvd.)

CR 366 Reconstruction
(Chandler Road to Carlos G. Parker Blvd.)

CR 366 Reconstruction
(Chandler Road to Carlos G. Parker Blvd.)

Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

Anticipated Completion

Summer 2026

Original Contract Amount = $30,540,848.03

Total Change Orders = $6,201.00

Adjusted Contract Price = $30,547,049.03

Expenditures to Date = $17,451,027.10 (57%)

Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

CR 332 Realignment
(South of FM 487 to North of CR 313)

Anticipated Completion

Fall 2024

Original Contract Amount = $2,545,345.00

Total Change Orders = $17,175.00

Adjusted Contract Price = $ 2,562,520.00

Expenditures to Date = $1,344,083.26 (53%)

CR 332 Realignment
(South of FM 487 to North of CR 313)

CR 332 Realignment
(South of FM 487 to North of CR 313)

WILCO TEXAS

CR 332 Realignment
(South of FM 487 to North of CR 313)

CR 129
(South of Brushy Creek to North of South County Line)

Anticipated Completion

Late 2024

Original Contract Amount = $2,463,313.00

Total Change Orders = $0.00

Adjusted Contract Price = $ 2,463,313.00

Expenditures to Date = $435,347.50 (18%)

CR 129
(South of Brushy Creek to North of South County Line)

CR 129
(South of Brushy Creek to North of South County Line)

CR 129
(South of Brushy Creek to North of South County Line)

ROAD BOND PROGRAM

Construction Summary Report

County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

May 2024

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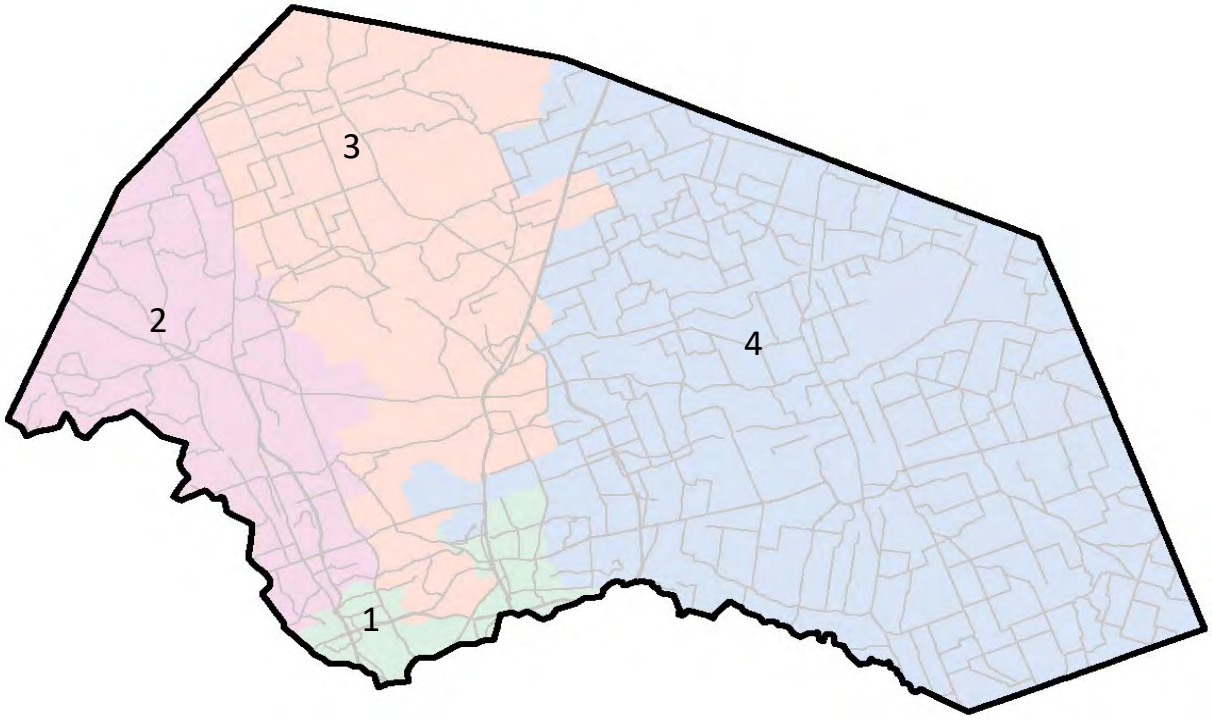
Volume XXVIII - Issue No.5



Presented By: HNTB

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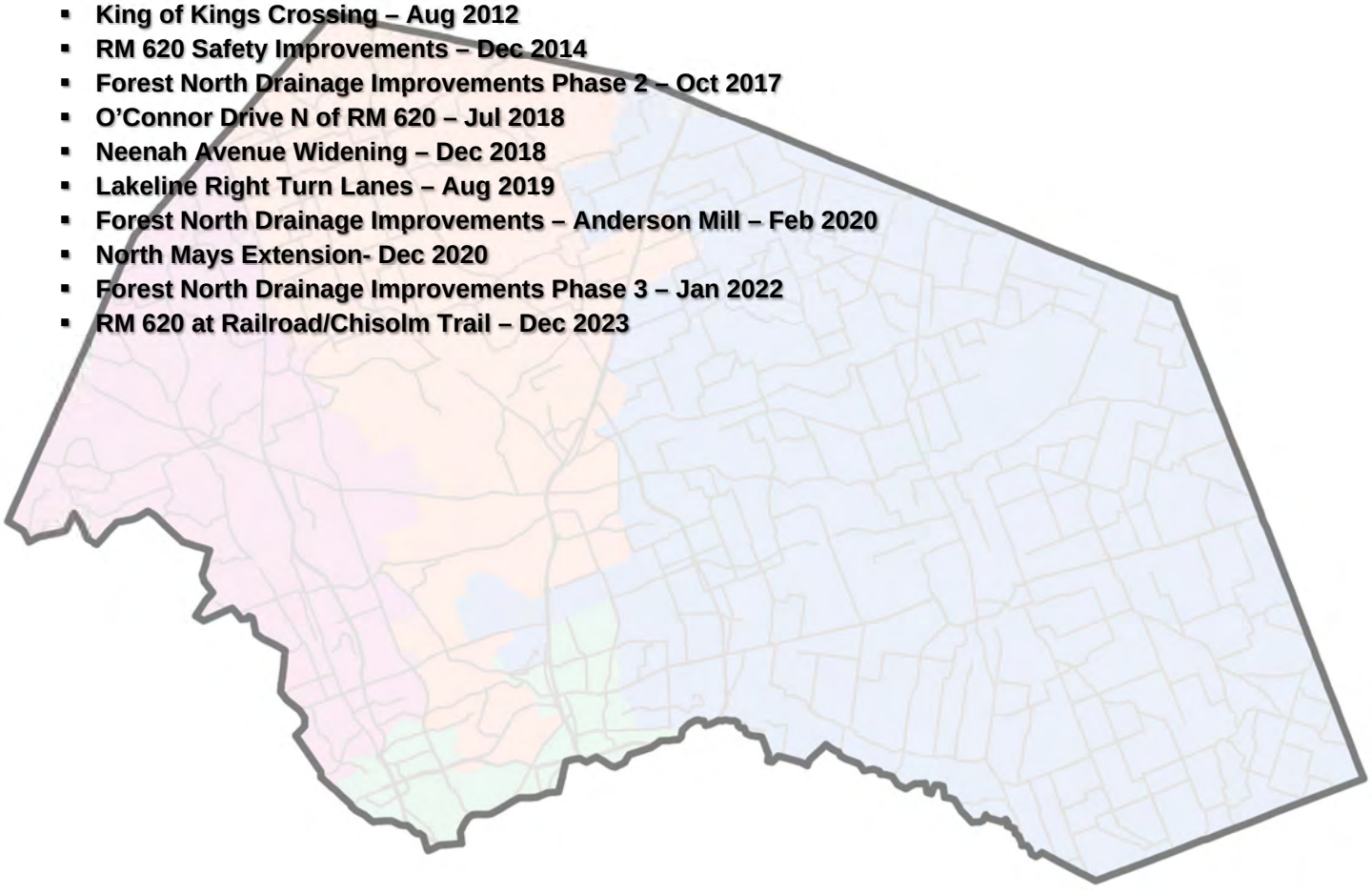
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 2024

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**
- **RM 620 at Railroad/Chisolm Trail – Dec 2023**



WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 2024

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**
- **Corridor F / US 183 Planning - Jan 2021**
- **Seward Junction Improvements – Mar 2021**
- **Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022**
- **CR 200 (CMTA Railroad to CR 201) – Oct 2022**
- **Ronald Reagan Safety Improvements – July 2023**
- **CR 258 Extension – Dec 2023**

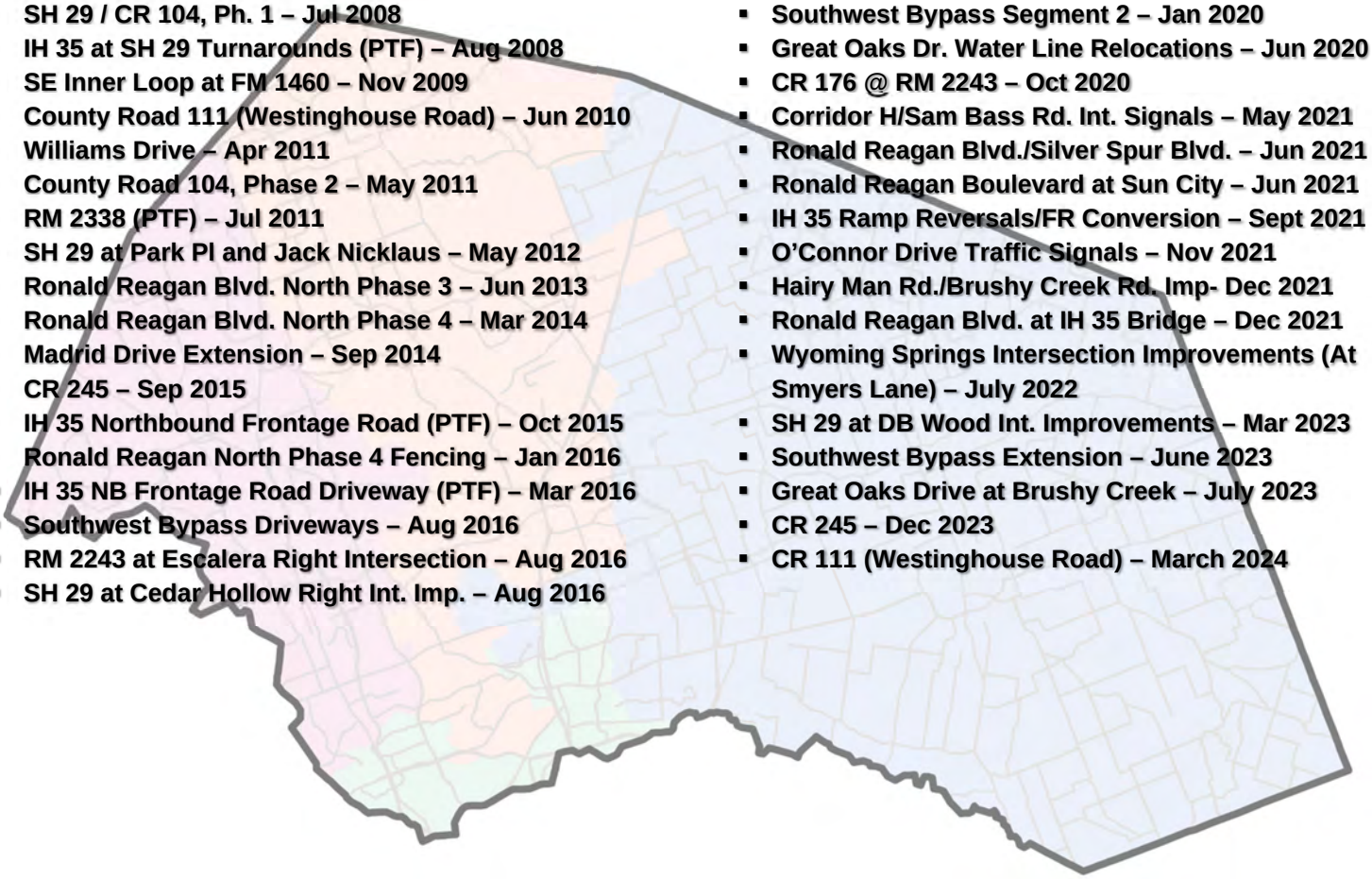
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 2024

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relo. for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 NB Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Int. Imp. – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Pearson Ranch Road – Oct 2017
- Arterial H Extension Phase I– Feb 2018
- Relo. of Williamson County Regional WL – Apr 2018
- RM 620 Phase 2 – Jul 2018
- Southwest Bypass Segment 1 – Sept 2018
- Inner Loop Improvements – Dec 2018
- Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019
- Southwest Bypass Segment 2 – Jan 2020
- Great Oaks Dr. Water Line Relocations – Jun 2020
- CR 176 @ RM 2243 – Oct 2020
- Corridor H/Sam Bass Rd. Int. Signals – May 2021
- Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021
- Ronald Reagan Boulevard at Sun City – Jun 2021
- IH 35 Ramp Reversals/FR Conversion – Sept 2021
- O'Connor Drive Traffic Signals – Nov 2021
- Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021
- Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021
- Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022
- SH 29 at DB Wood Int. Improvements – Mar 2023
- Southwest Bypass Extension – June 2023
- Great Oaks Drive at Brushy Creek – July 2023
- CR 245 – Dec 2023
- CR 111 (Westinghouse Road) – March 2024



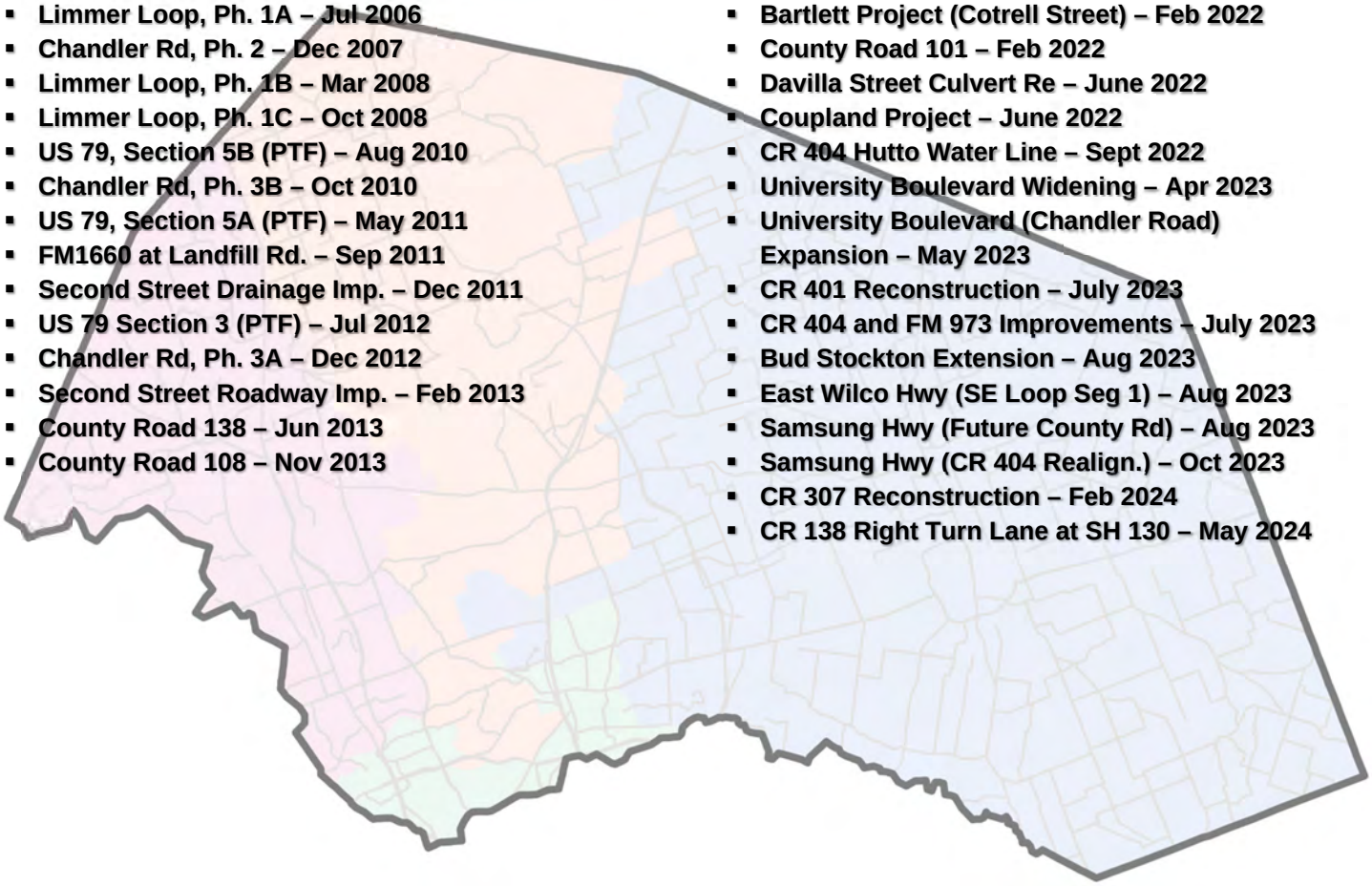
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

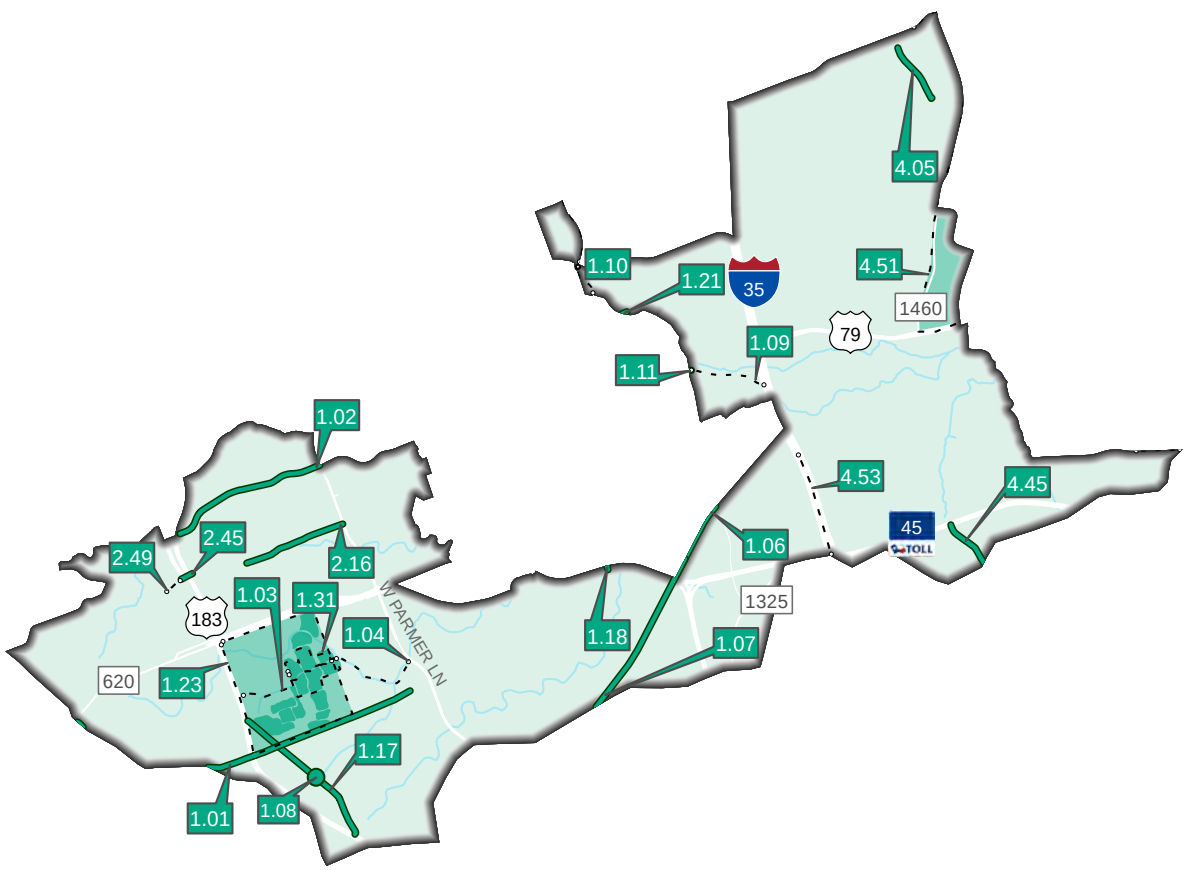
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 2024

Precinct 4

- **Bridge RPLs (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge RPL – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Imp. – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Imp. – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi-Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail– Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**
- **CR Paving (401, 402 & 404) – Nov 2021**
- **Thrall Project (S. Bounds Street) – Jan 2022**
- **Bartlett Project (Cotrell Street) – Feb 2022**
- **County Road 101 – Feb 2022**
- **Davilla Street Culvert Re – June 2022**
- **Coupland Project – June 2022**
- **CR 404 Hutto Water Line – Sept 2022**
- **University Boulevard Widening – Apr 2023**
- **University Boulevard (Chandler Road) Expansion – May 2023**
- **CR 401 Reconstruction – July 2023**
- **CR 404 and FM 973 Improvements – July 2023**
- **Bud Stockton Extension – Aug 2023**
- **East Wilco Hwy (SE Loop Seg 1) – Aug 2023**
- **Samsung Hwy (Future County Rd) – Aug 2023**
- **Samsung Hwy (CR 404 Realign.) – Oct 2023**
- **CR 307 Reconstruction – Feb 2024**
- **CR 138 Right Turn Lane at SH 130 – May 2024**



2000/2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



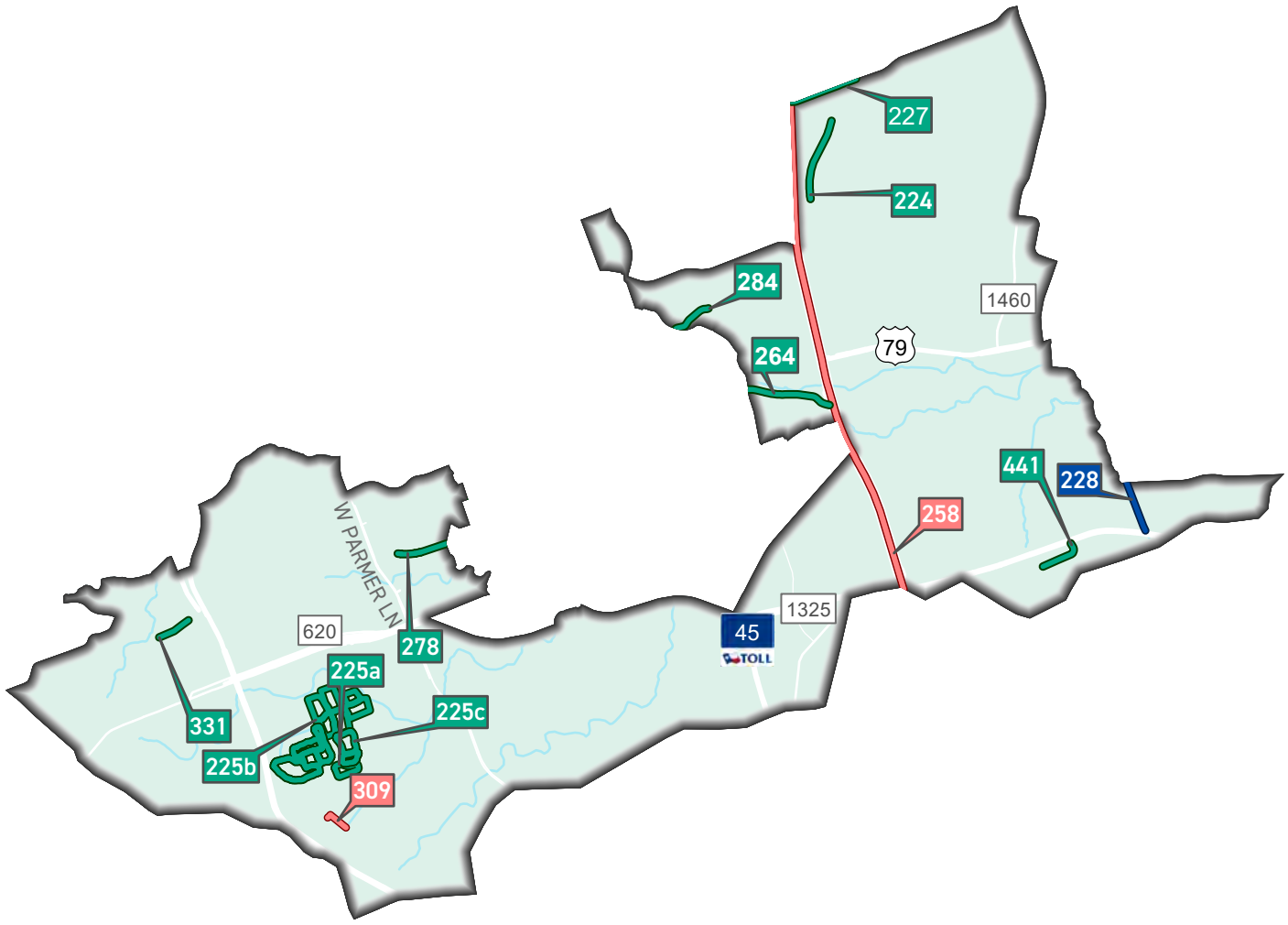
Completed/Open to Traffc

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1 ----
1.04 Lake Creek Drainage - Phase 2 ----
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility ----
1.10 Wyoming Springs North ----
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Improvements - Phase 1
1.31 Forest North Drainage Improvements - Phase 2
1.31 Forest North Drainage Improvements - Phase 3
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes ----
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis ----

---- Study

2013 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
309 Pond Springs Road Area Drainage Improvements

Under Construction/Bidding

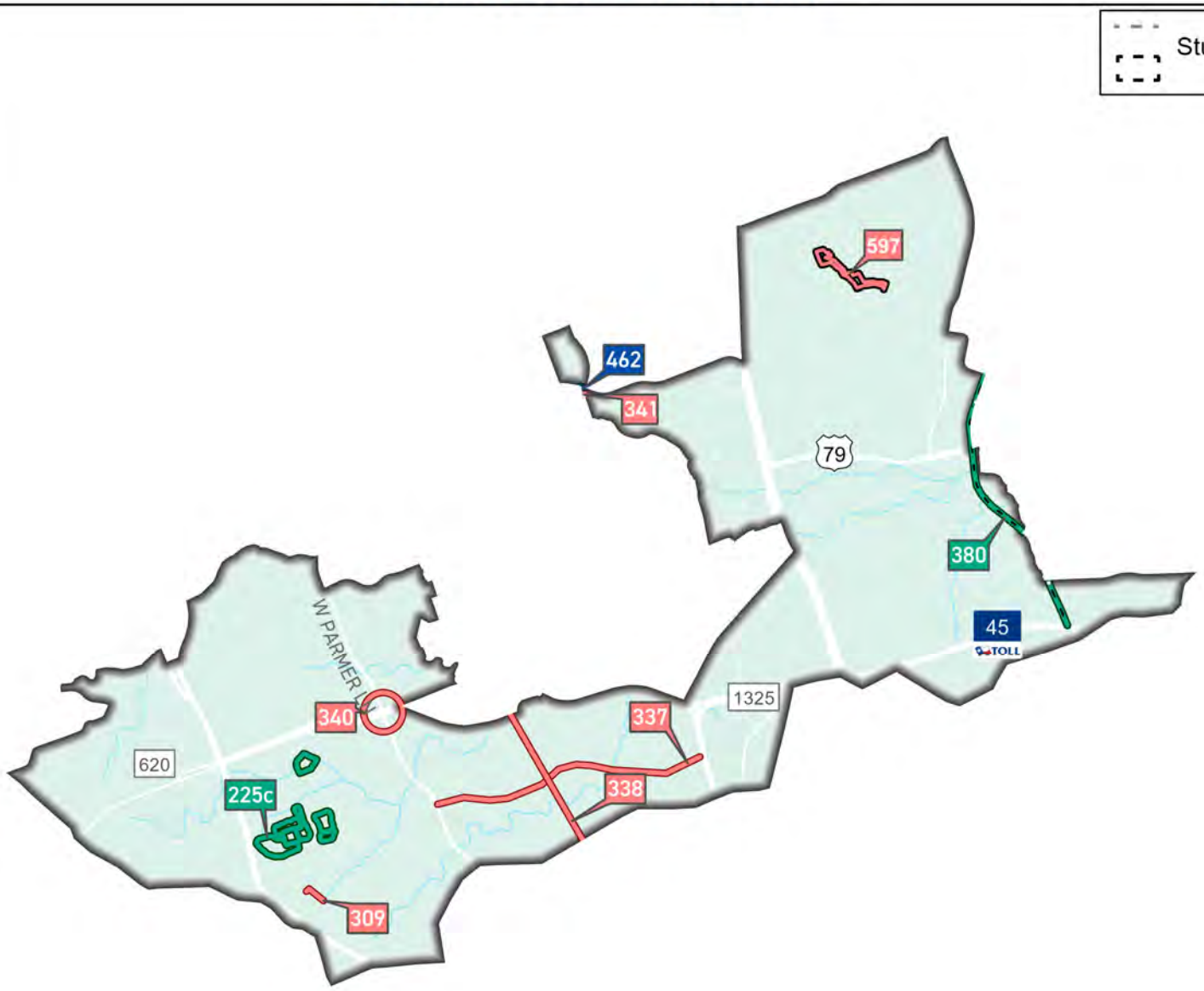
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

Completed/Open to Traffic

224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
225a Forest North Drainage Improvements Anderson Mill Zone
225b Forest North Drainage Improvements Phase 2
225c Forest North Drainage Improvements Phase 3 (Design)
227 University Boulevard Widening (IH 35 to Sunrise Road)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

309 Pond Springs Road Area Drainage Improvements
337 Anderson Mill Road (FM734 - Loop 1)
338 RM 620/SH 45 Intersection to McNeil Road
340 Parmer Lane at SH 45 Interchange
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
597 Chandler Branch Tributary 3 - Channel Improvements Project

Under Construction/Bidding

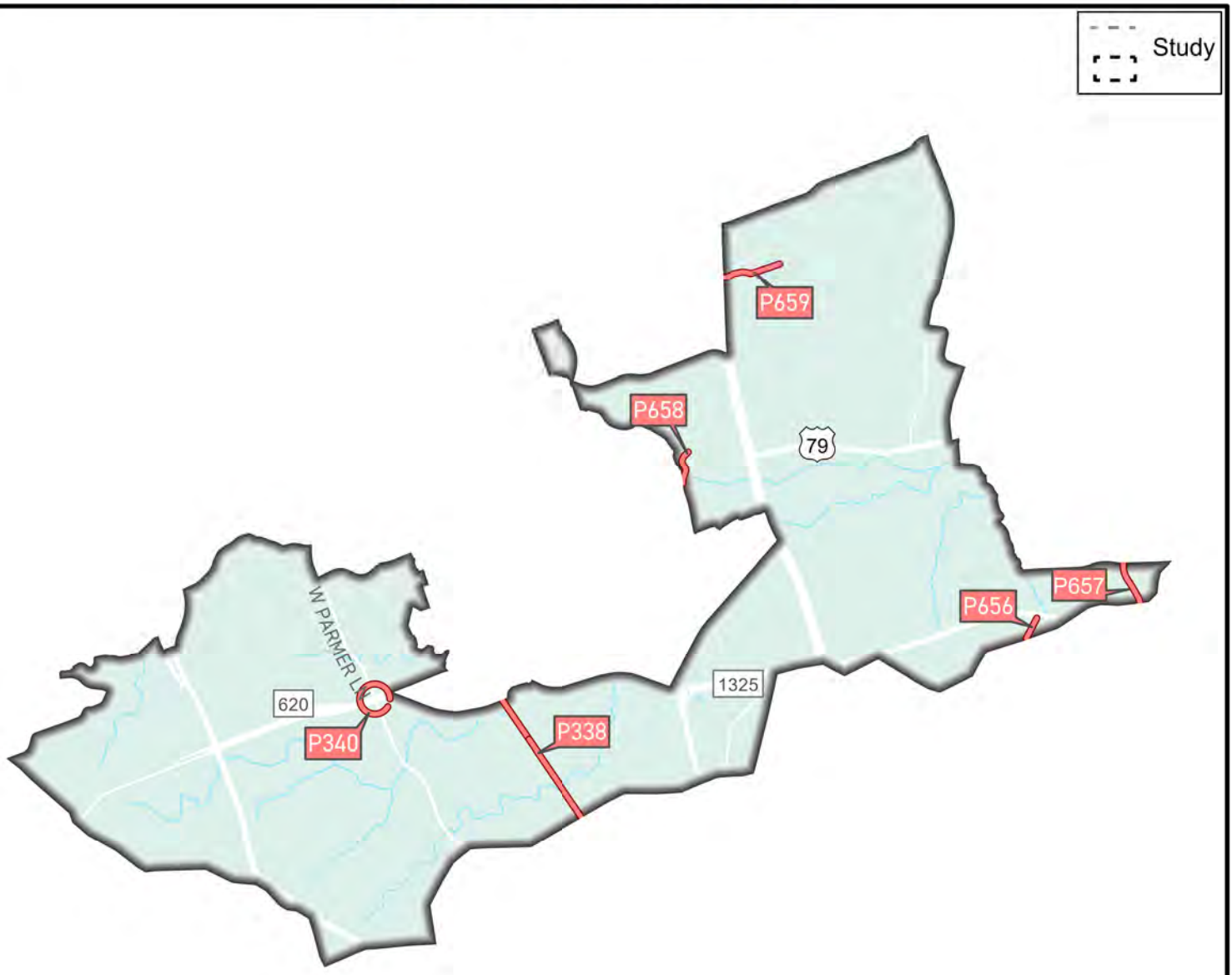
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

225c Forest North Drainage Improvements Phase 3
380 MoKan (University Boulevard to SH 45)

2023 ROAD BOND PROGRAM PROJECTS

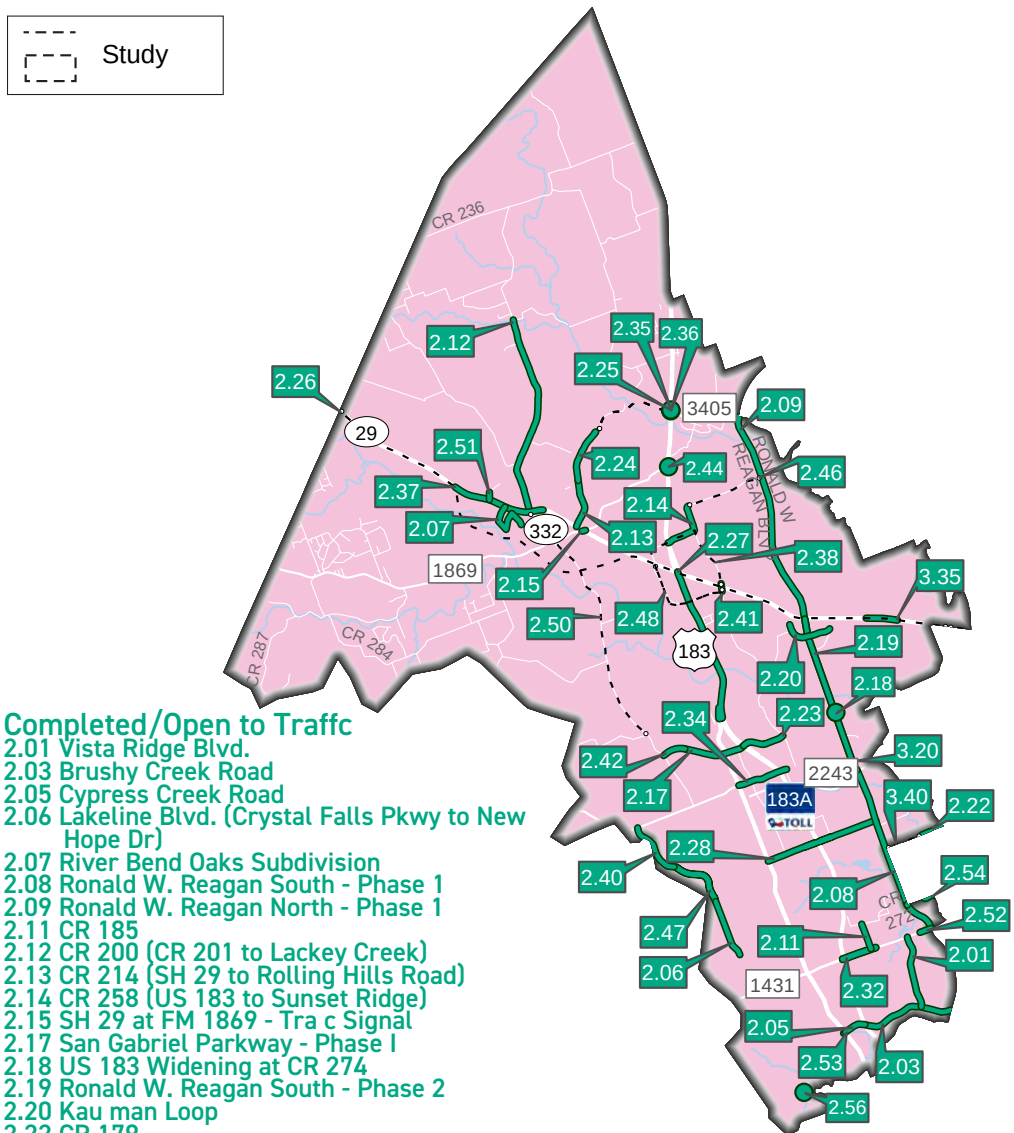
Precinct 1 - Commissioner Cook



In Design

P338 Robinson Ranch Road (SH 45 / RM 620 to McNeil Road)
P340 Parmer Lane at SH 45 (Parmer Lane / SH 45)
P656 Schultz Lane (Louis Henna Blvd to New Meister Lane)
P657 Red Bud Lane Widening (Gattis School Road to Heatherwilde Blvd)
P658 Deepwood Drive (Deepwood Dr to Sam Bass Rd)
P659 Eagles Nest Extension (Cypress Blvd to west of Chisholm Trail Road)

2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

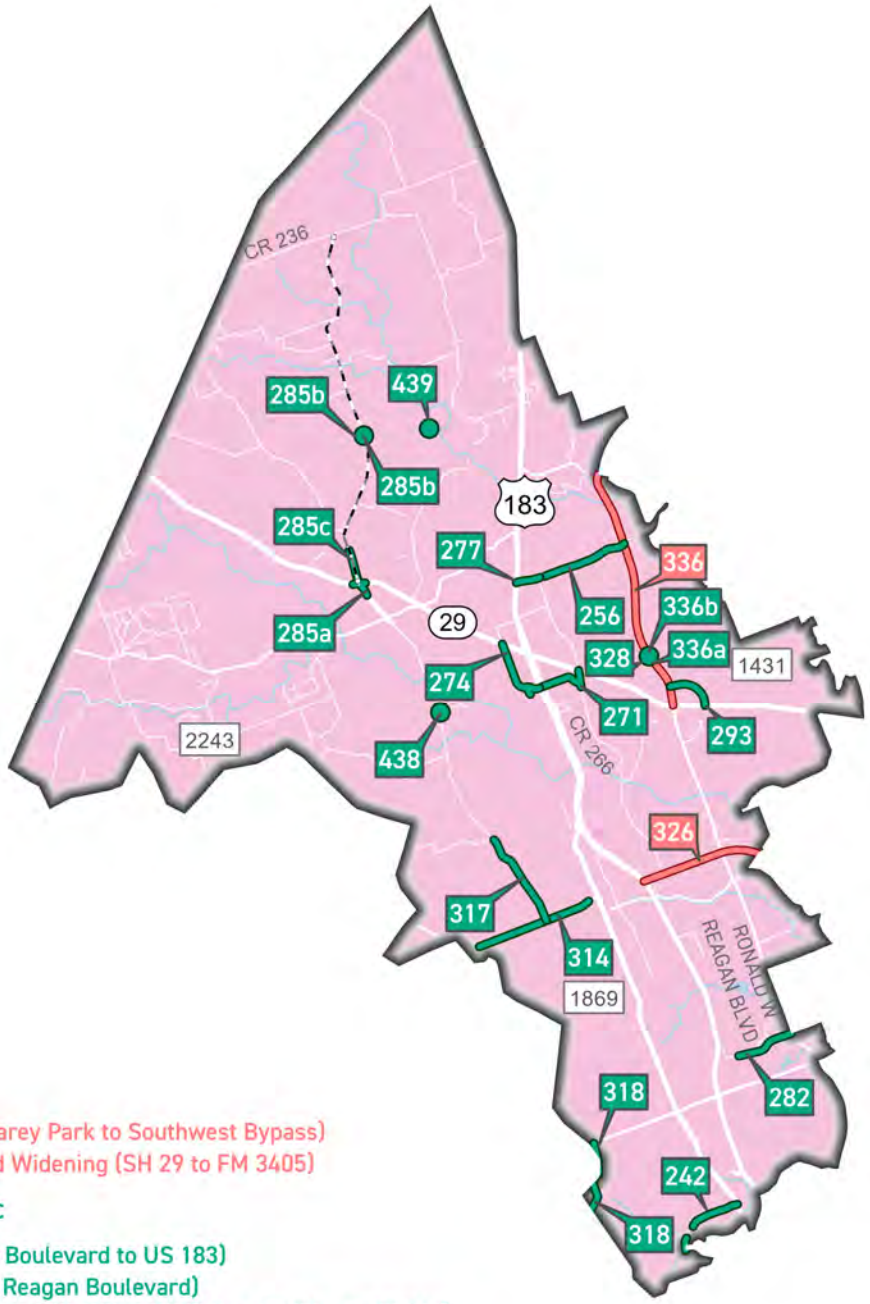


Completed/Open to Traffc

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Tra c Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kau man Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic ----
2.26 SH 29 Improvements and Schematic ----
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Tra c Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements ----
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) ----
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW) ----
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) ----
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

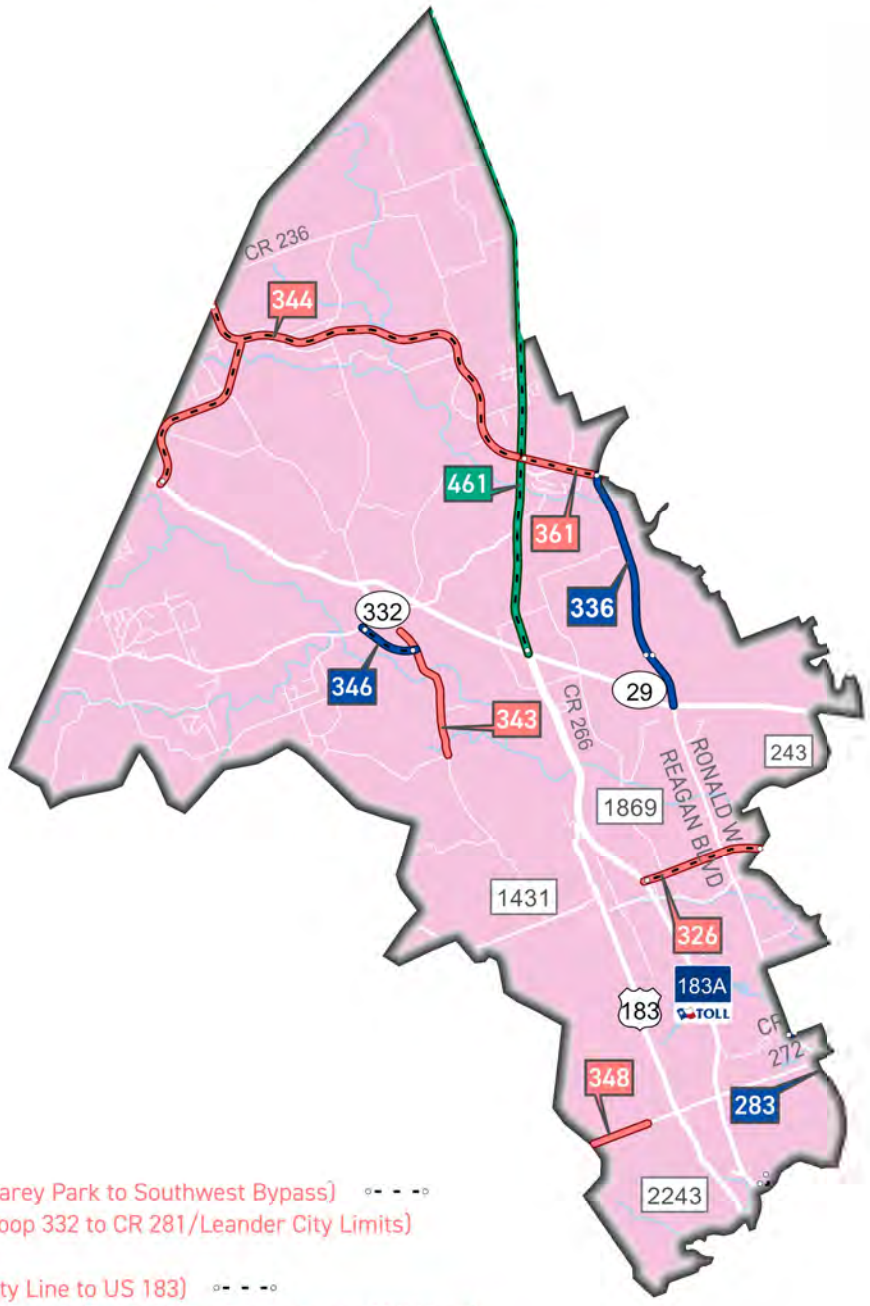
326 RM 2243 Realignment (Garey Park to Southwest Bypass)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
277 CR 258 Extension (US 183 to Sunset Ridge Drive)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
285c CR 200 (CMTA Railroad to CR 201)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
336b Ronald Reagan Safety Improvements
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

2019 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass)
343 Bagdad Road /CR 279 (Loop 332 to CR 281/Leander City Limits) to Sam Bass Road)
344 Corridor I2 (Burnet County Line to US 183)
348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)
361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183)

Under Construction/Bidding

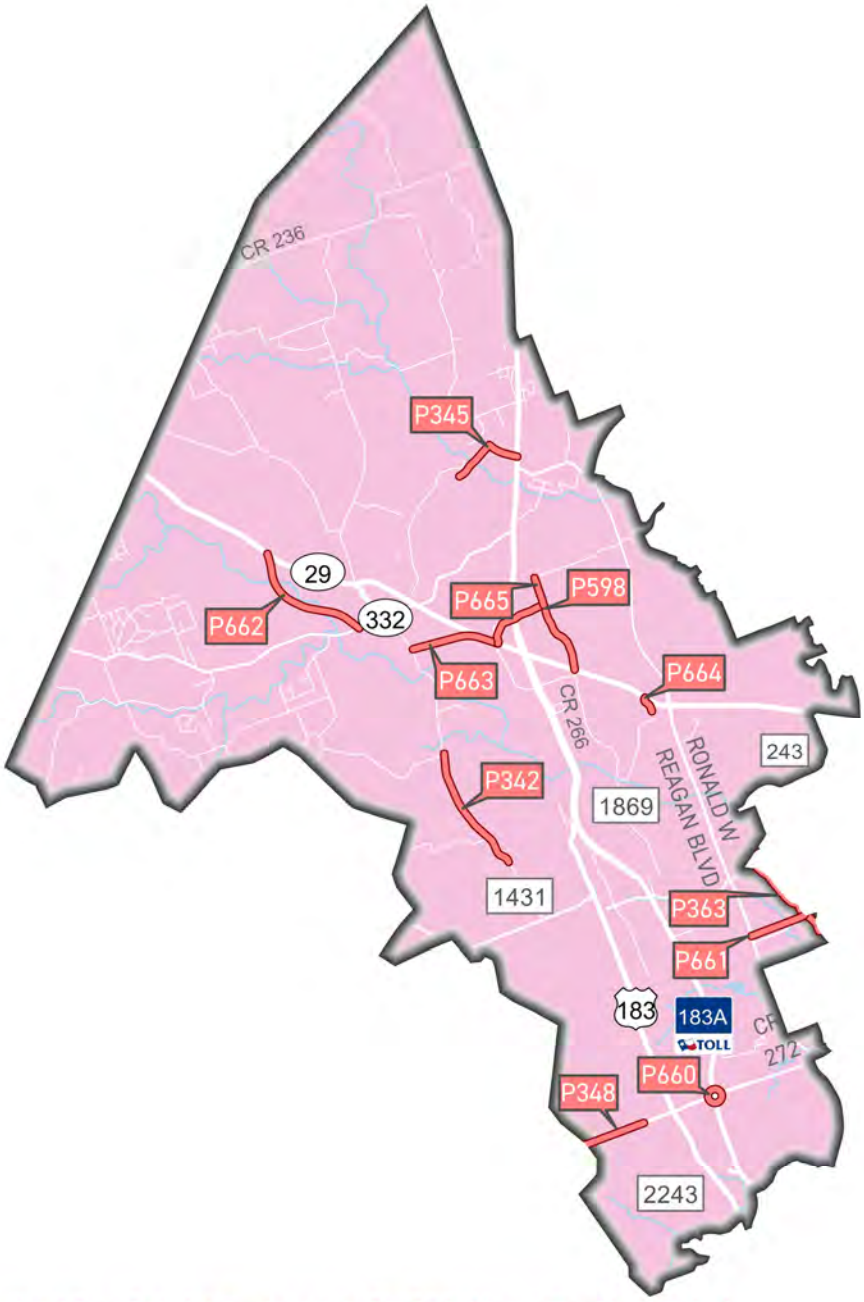
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

Completed/Open to Traffic

461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29)

2023 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

P342 Bagdad Road (North of San Gabriel Parkway to CR 281 / Leander City Limits)
P345 CR 214 (End of CR 214 to US 183)
P348 Whitestone Boulevard Widening (west of Anderson Mill to Bagdad Road)
P363 CR 175 (South of Creek Meadow Cove to RM 2243)
P598 Seward Junction Loop (SH 29/CR 260 to SH 29/CR 213)
P660 RM 1431 at 183A Intersection
P661 Crystal Falls Parkway (Ronald Reagan Blvd to CR 175)
P662 Liberty Hill Bypass West (SH 29 (west of Liberty Hill High School) to RM 1869)
P663 Liberty Hill Bypass East (Bagdad Road/CR 279 to SH 29)
P664 Kauffman Loop (SH 29 to north terminus of Kauffman Loop)
P665 CR 258 (Seward Junction Loop to CR 258 Extension)

Project Name: CR 258 Extension
Project No. 22IFB141

Original Contract Price = $5,836,754.36

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
9/14/2022	9/27/2022	11/28/2022	12/8/2022	12/14/2023			395	-29	366

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/1/2022	11/30/2022	0	$47,590.20	$47,590.20	$5,287.80	$5,287.80	1	0
2	12/1/2022	1/31/2023	55	$536,565.20	$584,155.40	$59,618.36	$64,906.16	10	15
3	2/1/2023	2/28/2023	28	$463,314.38	$1,047,469.78	$51,479.37	$116,385.53	17	23
4	3/1/2023	3/31/2023	31	$354,614.85	$1,402,084.63	$39,401.65	$155,787.18	23	31
5	4/1/2023	4/30/2023	30	$455,839.20	$1,857,923.83	$50,648.80	$206,435.98	31	39
6	5/1/2023	5/31/2023	31	$1,166,374.04	$3,024,297.87	$129,597.12	$336,033.10	50	48
7	6/1/2023	6/30/2023	30	$1,003,480.88	$4,027,778.75	-$124,044.74	$211,988.36	64	56
8	7/1/2023	7/31/2023	31	$614,801.35	$4,642,580.10	$32,357.96	$244,346.32	73	64
9	8/1/2023	8/31/2023	31	$170,332.60	$4,812,912.70	$8,964.87	$253,311.19	76	73
10	9/1/2023	9/30/2023	30	$192,986.82	$5,005,899.52	$10,157.21	$263,468.40	79	81
11	10/1/2023	10/31/2023	31	$175,527.78	$5,181,427.30	$9,238.30	$272,706.70	82	90
12	11/1/2023	11/30/2023	30	$235,724.29	$5,417,151.59	$12,406.54	$285,113.24	86	98
13	12/1/2023	12/31/2023	14	$252,218.57	$5,669,370.16	$13,274.66	$298,387.90	89	102
14	1/1/2024	1/31/2024	0	$268,770.72	$5,938,140.88	-$177,201.35	$121,186.55	91	102

5/31/2024 Comments- Awaiting vegetation establishment.

Change Order Number	Approved	Cost This CO	Total COs
01	11/11/2022	$ -	$ -

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured to Joe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the City to the Contractor's insurance was in the terms and conditions of the Interlocal Agreement between the City and Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
02	11/22/2022	$ 422,565.69	$ 422,565.69

3. County Convenience 3F: Additional Work Desired By The County: This Change Order adds items to the Contract for safety improvements needed at Ronald Reagan and Elizabeth Parkway. Ronald Reagan will be widened along the west side of the roadway to allow for a left turn lane into Elizabeth Parkway.

Change Order Number	Approved	Cost This CO	Total COs
03	6/6/2023	22,263.50	444,829.19

4D. Third Party Accommodation. Other. This Change Order compensates the Contractor for additional work to install sleeves for future utilities across CR 258 and Questa Trail. The payment will be split between the Developer and Williamson County. This method of payment was agreed on between the Developer and Williamson County.

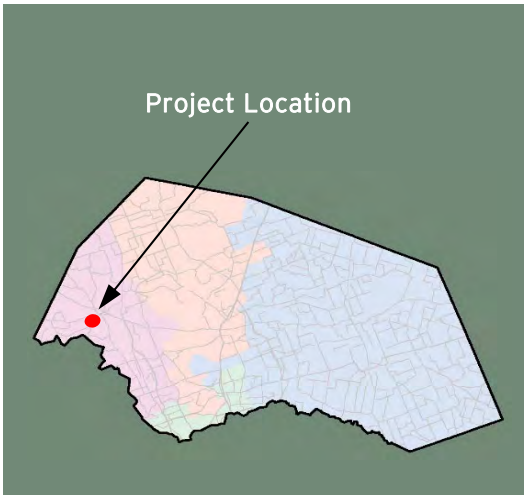
Change Order Number	Approved	Cost This CO	Total COs
04	8/1/2023	-153,292.00	291,537.19

5A. Contractor exercises option to change the traffic control plan. This Change Order removes the unnecessary traffic control and construction items from the Contract, per the agreement to completely close existing CR 258 for the duration of Summer. This Change Order also revises the Disincentive dollar amount in the Project Construction Manual to $1,250/day. 1B. Design Error or Omission. This Change Order also revises the Unit of Measure for the asphalt items that were added in Change Order #2.

Change Order Number	Approved	Cost This CO	Total COs
05	9/14/2023	539,623.96	831,161.15

4B.Third Party Accommodation. Third party requested work. This Change Order provides payment to the contractor for widening the eastbound pavement, adding a right turn lane/driveway into Liberty Hill's proposed High School, and relocating an existing water line out from under the new Liberty Hill High School driveway. LHISD will reimburse the County 100%.

Adjusted Price = $6,667,915.51



Liberty Hill Bypass Improvements
(RM 1869 to CR 279)

Project Length: 2.316 Miles
Roadway Classification: Bagdad Road (Arterial);
Liberty Hill Bypass (Minor Arterial)

Project Schedule: February 2024 - Late 2025
Estimated Construction Cost: $14.2 Million

MAY 2024 IN REVIEW

5/3/24: Chasco Constructors excavated and poured cement stabilized backfill behind Abutment 6 on the Tributary 1 Bridge and behind Abutment 1 on the Tributary 2 Bridge.

5/10/24: Chasco continued placing foam fills on bridge beams, set bridge deck panels, deck bridge overhangs, and armor joints at Tributary 1 Bridge.

5/17/24: Chasco finished the bridge overhang deck for spans 1-5 and continued tying steel for the bridge deck spans 1-3 on the Tributary 1 Bridge. The contractor finished placing foam fills on bridge beams and started to set bridge deck panels and deck bridge overhangs on the Tributary 2 Bridge.

5/24/24: Chasco poured bridge deck spans 1, 2, and 3 and finished tying the bridge deck rebar for spans 4 and 5 for the Tributary Bridge.

5/31/24: Chasco poured the approach slab at Abutment 1 on the Tributary 1 Bridge. Chasco continued forming the bridge deck overhangs and tied the bridge deck steel on the Tributary 2 Bridge.

Design Engineer: LJA
Contractor: Chasco Constructors
Construction Observation:
Bruce Thurin, HNTB

Williamson County
Road Bond Program

Liberty Hill Bypass (SH 29) Bypass
Project No. 24IFB15

Original Contract Price = $14,149,449.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
12/5/2023	12/12/2023	2/5/2024	2/15/2024			652		652

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/5/2024	2/29/2024	15	$1,167,168.15	$1,167,168.15	$129,685.35	$129,685.35	9	2
2	3/1/2024	3/31/2024	31	$1,206,856.44	$2,374,024.59	$134,095.16	$263,780.51	19	7
3	4/1/2024	4/30/2024	30	$1,527,575.22	$3,901,599.81	$169,730.58	$433,511.09	31	12

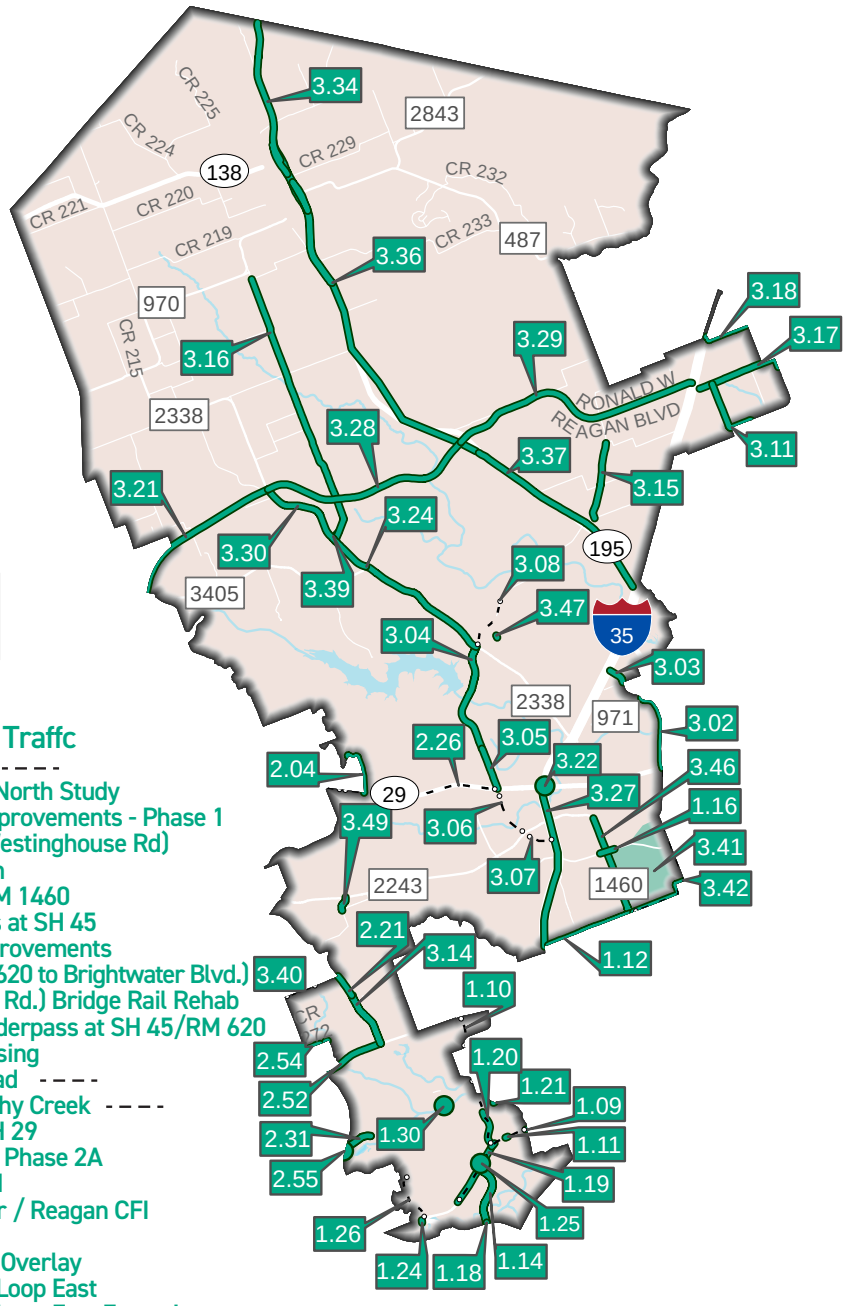
5/31/2024 Comments - The Contractor finished pouring concrete for the bridge deck at the Tributary 1 Bridge. The contractor poured the approach slab at abutment 1 on the Tributary 1 bridge. Chasco continued forming the bridge deck overhangs and tied the bridge deck steel on the Tributary 2 bridge. Chasco installed the driveway culvert pipe and poured the safety end treatments at a driveway on FM 1869.

Change Order Number	Approved	Cost This CO	Total COs
01	4/17/2024	$ 29,260.00	$ 29,260.00

2. Differing Site Conditions (unforeseeable) 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for lowering and encasing existing water service lines to the Williamson County Adult Probation Center and Parcel 41. The service lines will be lowered and encased 2 and ½ feet below finish grade of the ditches. This will allow for water service to be maintained across the proposed roadway, allows the lines to be removed if needed for any repairs and will not compromise the roadway structure if they do need future repairs.

Adjusted Price = $14,178,709.00

2000/2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



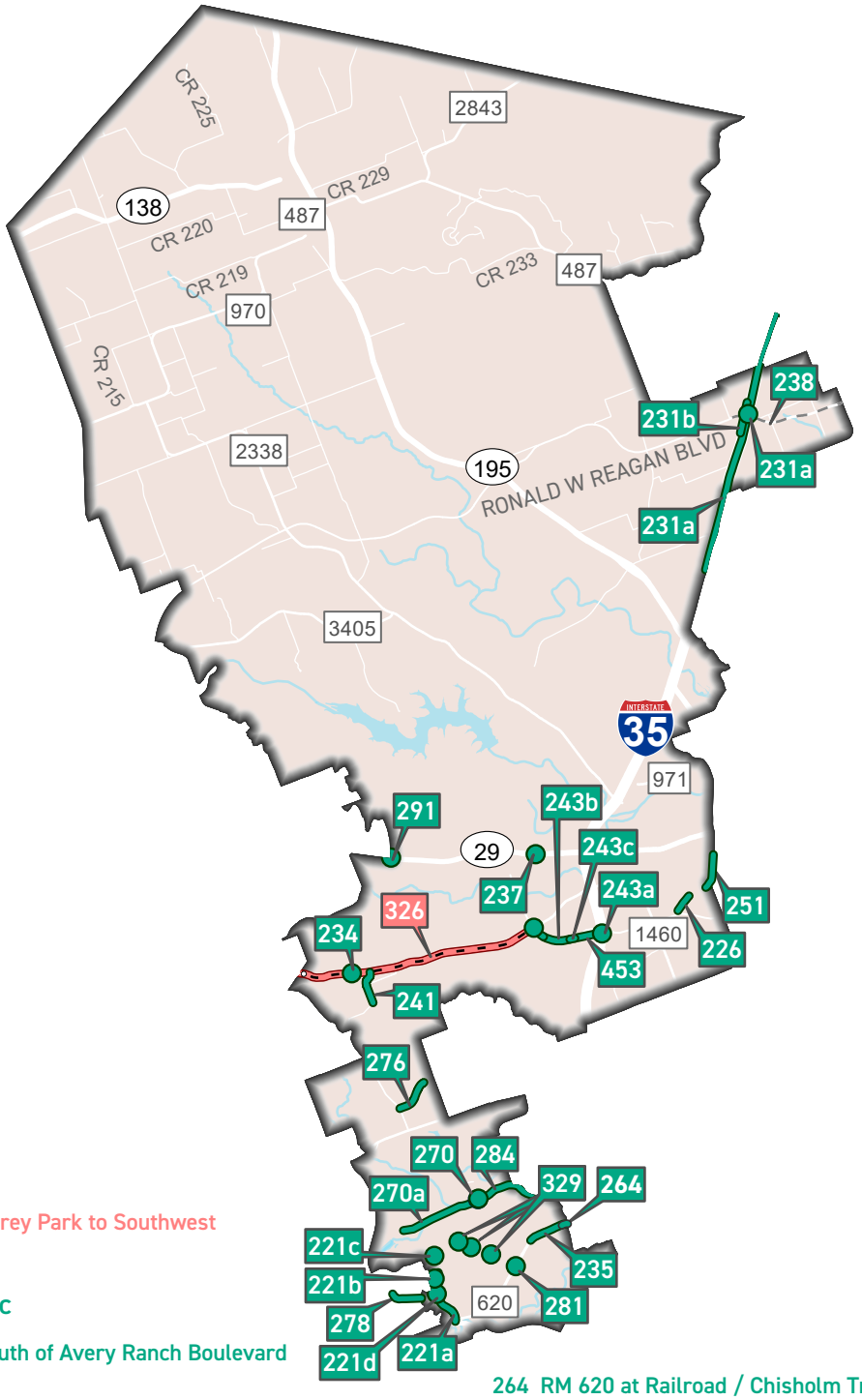
Study

Completed/Open to Traffc

1.09 RM 620 Feasibility - - - -
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road - - - -
1.30 Great Oaks at Brushy Creek - - - -
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3 - - - -
3.07 Georgetown Inner Loop - Project 4 - - - -
3.08 Georgetown Inner Loop - Project 5 - - - -
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179 - - - -
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

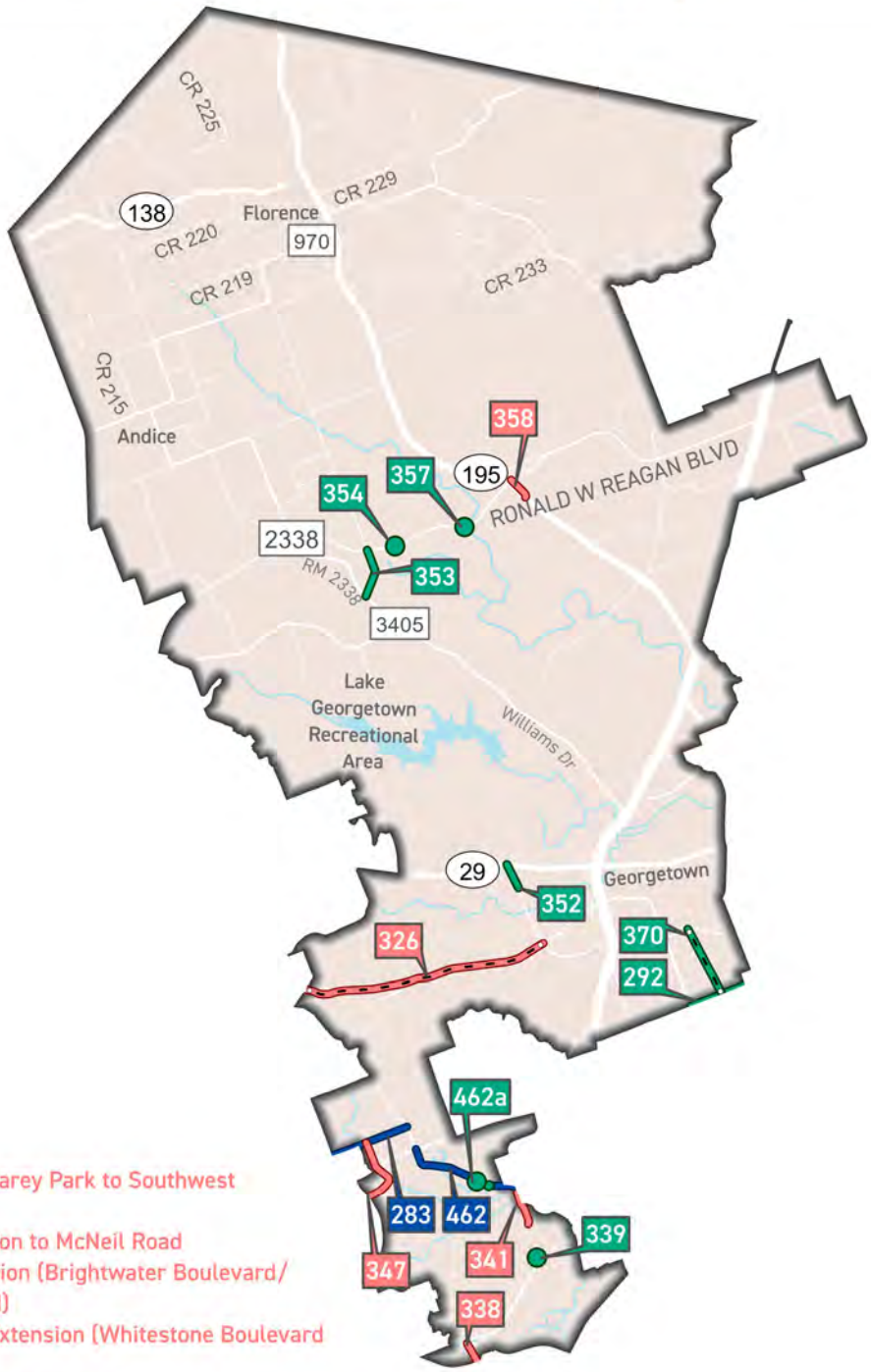
326 RM 2243 Realignment (Garey Park to Southwest Bypass) ◦- - -◦

Completed/Open to Traffic

221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (LTL at Central Maintenance Facility)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620 Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road/CR 111/CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass) ◦- - -◦
338 RM 620/SH 45 Intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/ Creek Bend to Sam Bass Road)
347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
358 SH 195 at Ronald Reagan Boulevard

Under Construction/Bidding

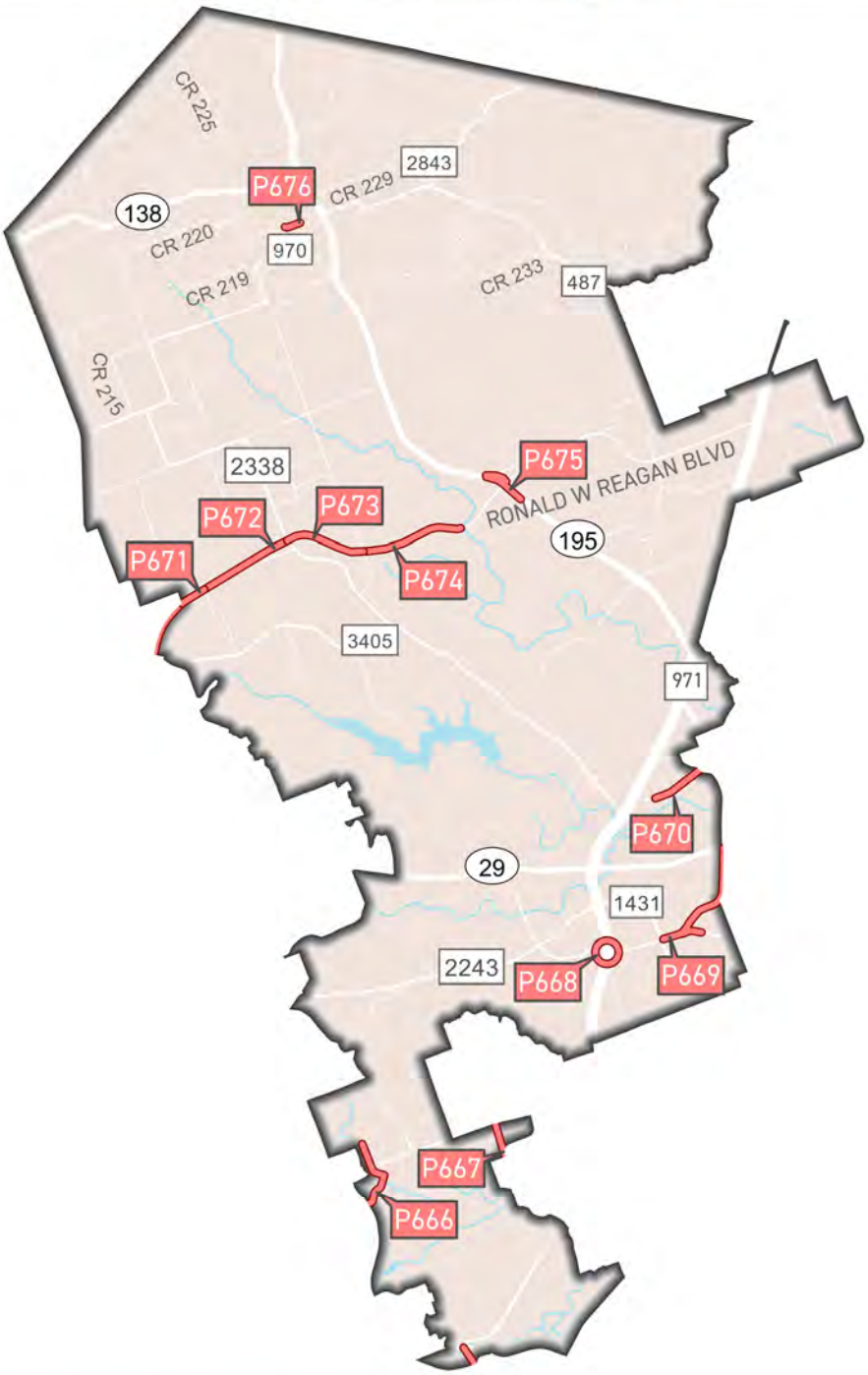
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

292 CR 111/CR 105 Westinghouse (FM 1460 to SH 130)
339 Wyoming Springs Intersection Improvements (At Smyers Lane)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
370 MoKan (Georgetown Inner Loop to University Boulevard) ◦- - -◦
462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch and Great Oaks Drive Intersections)

2023 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

P666 Toro Grande Boulevard Extension (Parmer Lane to New Hope)
P667 Wyoming Springs Drive (End of Wyoming Springs Drive / Behrens Ranch to RM 1431)
P668 I-35 at Inner Loop Interchange (SE Inner Loop / SW Bypass)
P669 SE Inner Loop (FM 1460 to SH 29)
P671 Ronald Reagan Boulevard Widening - Segment C1 (FM 3405 to CR 289)
P672 Ronald Reagan Boulevard Widening - Segment C2 (CR 289 to west of RM 2338)
P673 Ronald Reagan Boulevard Widening - Segment D1 (RM 2338 to CR 245)
P674 Ronald Reagan Boulevard Widening - Segment D2 (CR 245 to Sun City Blvd.)
P670 FM 971 (Gann St to SH 130)
P675 SH 195 at Ronald Reagan Boulevard - Remaining 3 Ramps
P676 West Main Street (S.Patterson Ave to CR 226)

Project Name: Southwest Bypass Extension
Project No. 22IFB110

Original Contract Price = $4,288,543.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/23/2022	7/12/2022	8/18/2022	8/29/2022	6/22/2023	3/15/2024		239	59	298

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/29/2022	8/31/2022	3	$77,542.20	$77,542.20	$8,615.80	$8,615.80	2	1
2	9/1/2022	9/30/2022	30	$126,769.50	$204,311.70	$14,085.50	$22,701.30	6	11
3	10/1/2022	10/31/2022	31	$460,653.35	$664,965.05	$51,183.71	$73,885.01	19	21
4	11/1/2022	11/30/2022	30	$148,852.80	$813,817.85	$16,539.20	$90,424.21	23	32
5	12/1/2022	12/31/2022	31	$180,500.40	$994,318.25	$20,055.60	$110,479.81	28	42
6	1/1/2023	1/31/2023	31	$308,200.50	$1,302,518.75	$34,244.50	$144,724.31	37	52
7	2/1/2023	2/28/2023	28	$424,385.10	$1,726,903.85	$47,153.90	$191,878.21	49	62
8	3/1/2023	3/31/2023	31	$778,428.08	$2,505,331.93	-$60,018.63	$131,859.58	67	72
9	4/1/2023	4/30/2023	30	$585,017.55	$3,090,349.48	$30,790.39	$162,649.97	83	82
10	5/1/2023	5/31/2023	31	$109,588.94	$3,199,938.42	$5,767.84	$168,417.81	86	93
11	6/1/2023	6/30/2023	22	$220,158.23	$3,420,096.65	$11,587.28	$180,005.09	92	100
12	7/1/2023	7/31/2023	0	$123,360.35	$3,543,457.00	$6,492.65	$186,497.74	95	100
13	8/1/2023	8/31/2023	0	$139,934.87	$3,683,391.87	$7,364.99	$193,862.73	99	100
14	9/1/2023	9/30/2023	0	$130,311.87	$3,813,703.74	-$116,032.04	$77,830.69	99	100
15	10/1/2023	10/20/2023	0	$7,967.34	$3,821,671.08	$162.60	$77,993.29	100	100
16	10/21/2023	11/30/2023	0	$10,139.93	$3,831,811.01	$206.93	$78,200.22	100	100
17	12/1/2023	5/8/2024	0	$43,362.06	$3,875,173.07	-$39,057.06	$39,143.16	100	100

5/31/2024 Comments - Project closeout continues.

Change Order Number	Approved	Cost This CO	Total COs
01	7/18/2023	3,440.89	3,440.89

2C. Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order covers several different changes that took place on the project, including adjusting the ditch along Wolf Ranch to avoid water line, installing cave gates instead of the fencing, revising the sidewalk under the bridge, placing concrete driveway instead of asphalt driveway into Wolf Ranch Apartments and revising the SWPPP sheets per the updated WPAP. 5D. Contractor Convenience. Additional safety work/measures desired by the contractor. Barrier was installed along the work zone for the SH 29 widening at the Southwest Bypass.

Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2023	15,802.83	19,243.72

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs (unforeseeable): This Change Order compensates the contractor for adjusting the guardrail north of Wolf Ranch Parkway on Southwest Bypass due to site distance concerns.

Change Order Number	Approved	Cost This CO	Total COs
03	12/5/2023	-410,375.49	-391,131.77

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
04	4/17/2024	4,305.00	-386,826.77

2I. Additional safety needs (unforeseeable). This Change Order adds a "T" intersection sign and switches the solid signal globes to arrows at the intersection of SW Bypass and SH 29 per the request of the City of Georgetown and TxDOT to the safety concerns of the traveling public and the land owner on the north side of SH 29.

Change Order Number	Approved	Cost This CO	Total COs
05	5/7/2024	12,600.00	-374,226.77

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the roadway portion of the Southwest Bypass Extension project that are a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $3,914,316.23

Project Name: CR 245 Reconstruction
Project No. 23IFB12

Original Contract Price = $6,969,195.21

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/6/2022	12/13/2022	2/1/2023	2/10/2023	12/14/2023			423		423

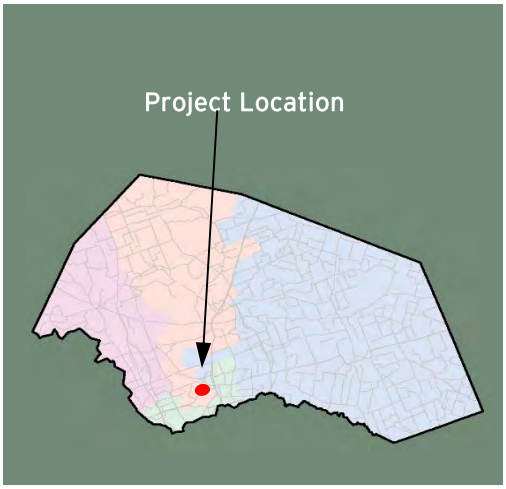
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/10/2023	2/28/2023	19	$143,464.59	$143,464.59	$15,940.51	$15,940.51	2	4
2	3/1/2023	3/31/2023	31	$355,908.11	$499,372.70	$39,545.35	$55,485.86	8	12
3	4/1/2023	4/30/2023	30	$378,182.90	$877,555.60	$42,020.32	$97,506.18	14	19
4	5/1/2023	5/31/2023	31	$541,611.28	$1,419,166.88	$60,179.03	$157,685.21	23	26
5	6/1/2023	6/30/2023	30	$438,431.06	$1,857,597.94	$48,714.56	$206,399.77	30	33
6	7/1/2023	7/31/2023	31	$1,157,295.20	$3,014,893.14	$128,588.36	$334,988.13	48	41
7	8/1/2023	8/31/2023	31	$1,149,398.96	$4,164,292.10	-$115,814.86	$219,173.27	63	48
8	9/1/2023	9/30/2023	30	$601,990.01	$4,766,282.11	$31,683.68	$250,856.95	72	55
9	10/1/2023	10/31/2023	31	$97,202.52	$4,863,484.63	$5,115.92	$255,972.87	73	62
10	11/1/2023	11/30/2023	30	$544,037.17	$5,407,521.80	$28,633.54	$284,606.41	81	62
11	12/1/2023	1/31/2024	62	$128,644.67	$5,536,166.47	$6,770.77	$291,377.18	83	70
12	2/1/2024	2/29/2024	0	$231,946.39	$5,768,112.86	-$173,660.59	$117,716.59	84	73
13	3/1/2024	3/31/2024	0	$48,401.14	$5,816,514.00	$987.78	$118,704.37	85	73

5/31/2024 Comments - Close-out process under way.

Change Order Number	Approved	Cost This CO	Total COs
01	8/22/2023	20,980.10	20,980.10

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for removing a portion of a structure that encroaches the new ROW. 2. Differing in Site Conditions: (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order addresses karst features that were encountered while excavating to subgrade south of Smokestack Ln. The karst features were closed per SWCA and TCEQ recommendations.

Adjusted Price = $6,990,175.31



Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Project Length: 2.578 Miles
Roadway Classification: Urban Minor Arterial

Project Schedule: March 2023 - Fall 2025
Estimated Construction Cost: $33.8 Million

MAY 2024 IN REVIEW

5/3/24: Cash Construction poured flowable fill at the Brushy Creek MUD water line across Tonkawa Trail. The contractor continued installing the storm sewer box culverts and inlets near Wyoming Springs.

5/10/24: Subcontractor CTRB began boring the Round Rock 60-inch casing across Sam Bass Road west of Wyoming Springs. Subcontractor Ranger continued hauling off roadway excavation between Mayfield Drive and Dry Fork Creek.

5/17/24: Cash placed the Brushy Creek MUD temporary bypass line between Walsh Drive and Deer Trail Circle. Subcontractor Ranger continued hauling off roadway excavation between Thousand Oaks and Dry Fork Creek.

5/24/24: Cash continued installing the storm sewer pipe across Sam Bass Road near Wyoming Springs. Subcontractor Greater Austin set the slab beams at the Dry Fork Creek Bridge.

5/31/24: Cash removed the sidewalk and curb on the southeast corner of Great Oaks and Sam Bass.

Design Engineer: K Friese
Contractor: Cash Construction
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

Project Name: Corridor H/Sam Bass Road
Project No. 23IFB8

Original Contract Price = $36,145,959.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/20/2022	1/13/2023	3/13/2023	3/23/2023				911		911

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2023	4/30/2023	30	$21,095.55	$21,095.55	$2,343.95	$2,343.95	0	3
2	5/1/2023	5/31/2023	31	$511,459.79	$532,555.34	$56,828.87	$59,172.82	2	7
3	6/1/2023	6/30/2023	30	$1,024,886.41	$1,557,441.75	$113,876.26	$173,049.08	5	10
4	7/1/2023	7/31/2023	31	$148,136.40	$1,705,578.15	$16,459.60	$189,508.68	6	13
5	8/1/2023	8/31/2023	31	$915,201.56	$2,620,779.71	$101,689.06	$291,197.74	9	17
6	9/1/2023	9/30/2023	30	$510,079.42	$3,130,859.13	$56,675.50	$347,873.24	10	20
7	10/1/2023	10/31/2023	31	$900,115.81	$4,030,974.94	$100,012.86	$447,886.10	13	23
8	11/1/2023	11/30/2023	30	$731,394.97	$4,762,369.91	$81,266.11	$529,152.21	16	27
9	12/1/2024	12/31/2024	31	$241,049.16	$5,003,419.07	$26,783.24	$555,935.45	16	27
10	1/1/2024	1/31/2024	31	$412,213.73	$5,415,632.80	$45,801.53	$601,736.98	18	30
11	2/1/2024	2/29/2024	29	$986,810.97	$6,402,443.77	$109,645.66	$711,382.64	21	37
12	3/1/2024	3/31/2024	31	$909,406.35	$7,311,850.12	$101,045.15	$812,427.79	24	40
13	4/1/2024	4/30/2024	30	$1,012,728.40	$8,324,578.52	$112,525.38	$924,953.17	27	43

5/31/2024 Comments - Contractor continued installing the 42" water line and Brushy Creek MUD 12" water line; roadway, bridge, and storm sewer work continued throughout the project. Contractor set the overhang forms and began tying steel for the bridge deck at Dry Fork Creek.

Change Order Number	Approved	Cost This CO	Total COs
01	6/27/2023	$ (2,394,078.12)	$ (2,394,078.12)

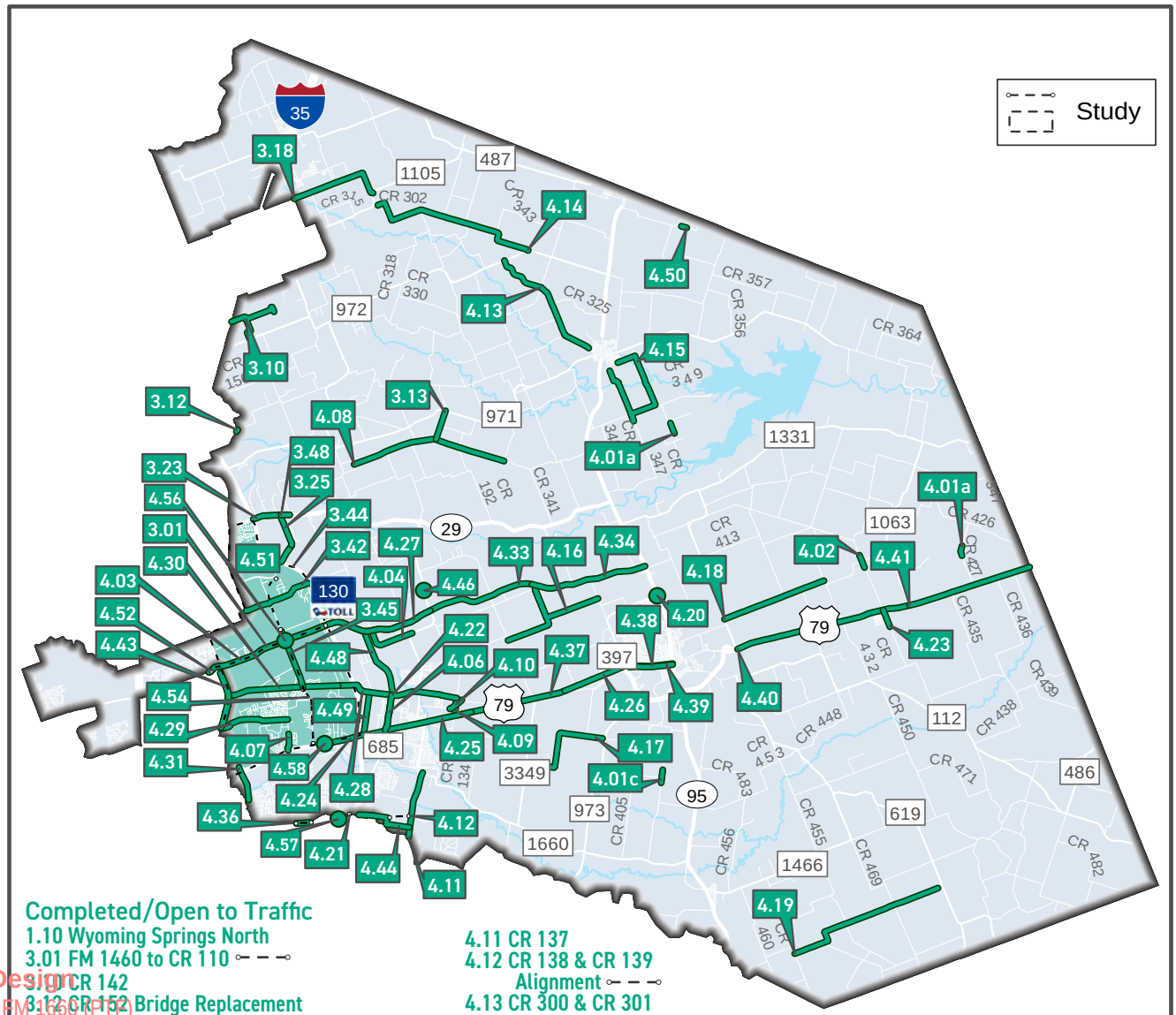
1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract.

Change Order Number	Approved	Cost This CO	Total COs
02	8/22/2023	$ 5,250.00	$ (2,388,828.12)

1B. Design Error or Omission. Other: This Change Order updates incorrect unit prices that were inadvertently used for two existing items in Change Order 1.

Adjusted Price = $33,757,130.88

2000/2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

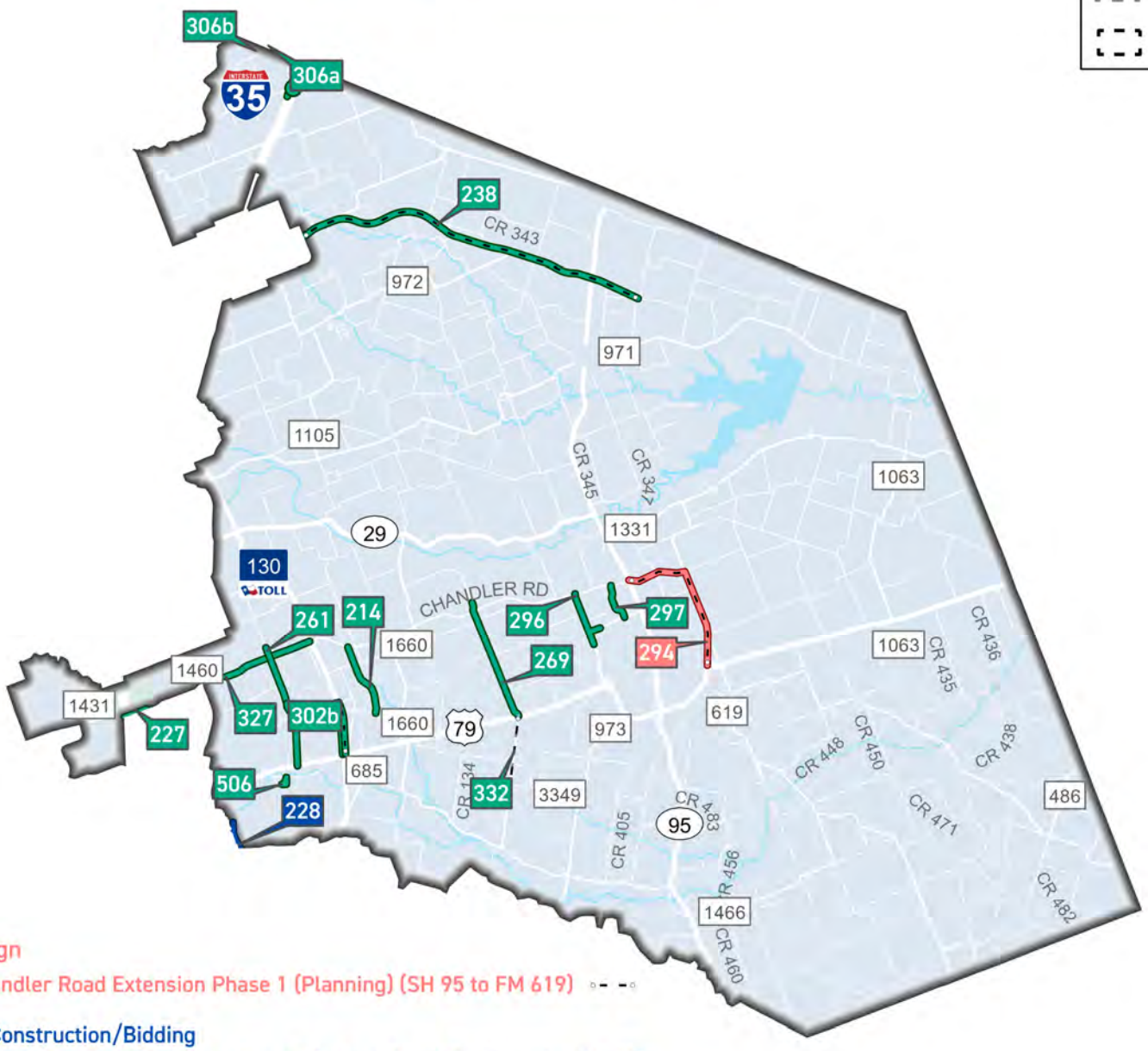
1.10 Wyoming Springs North
3.01 FM 1460 to CR 110 ⊶ – – ⊸
3.11 CR 142
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (North of Limmer Loop to CR 107) ⊶ – – ⊸
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment ⊶ – – ⊸
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW ⊶ – – ⊸
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road ⊶ – – ⊸
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A ⊶ – – ⊸
4.52 University Blvd. (Chandler Rd.) Expansion ⊶ – – ⊸
4.54 CR 110 South - (US 79 to Limmer Lp) ⊶ – – ⊸
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

In Design

4.35 FM 1660 (CR 128)

2013 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)

Under Construction/Bidding

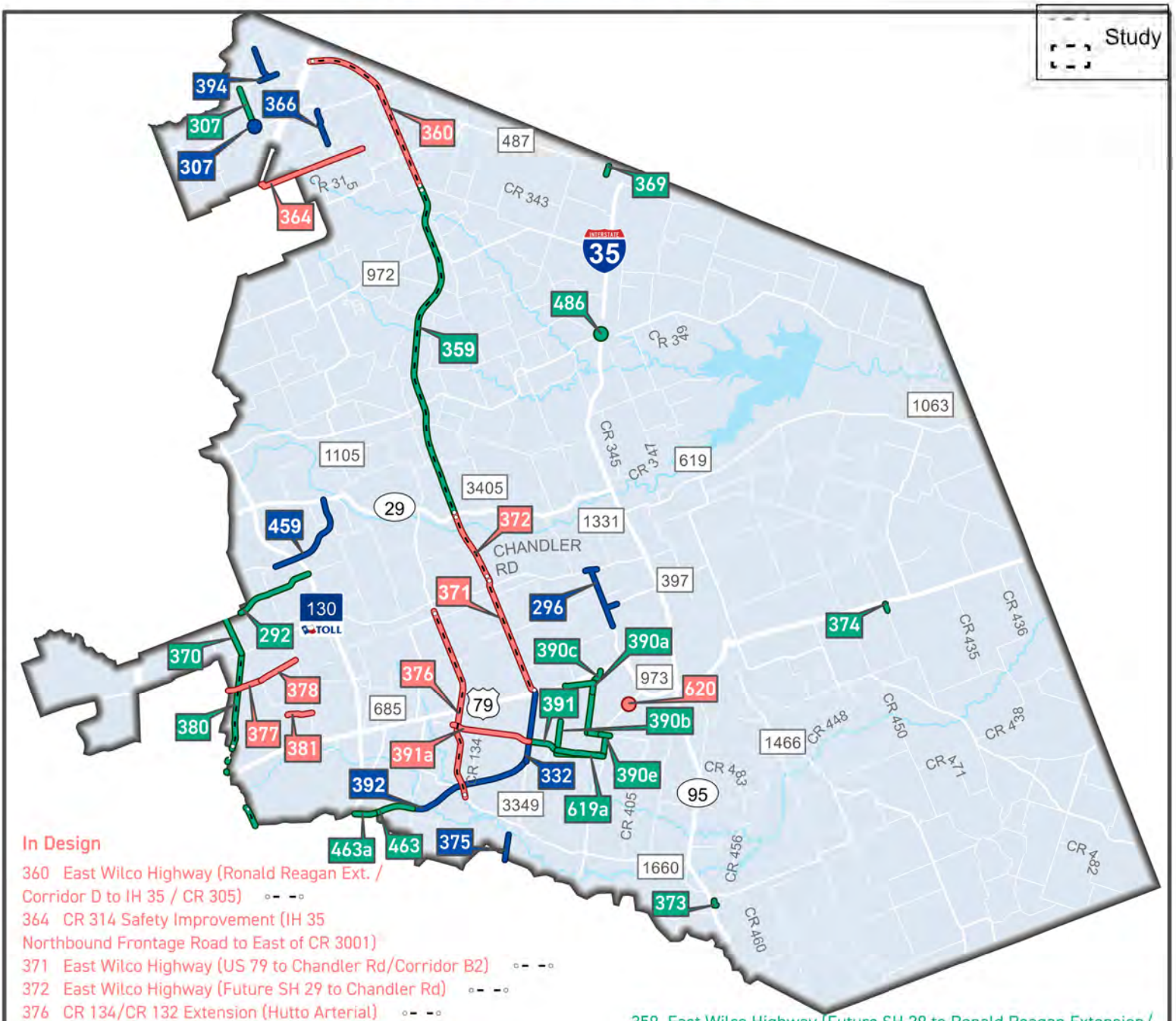
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
227 University Boulevard Widening (IH 35 to Sunrise Road)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
269 CR 101 (US 79 to North of Chandler Road)
261 CR 110 Middle (Limmer Loop to CR 107)
260 CR 110 South (US 79 to Limmer Loop)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302b SH 130 Traffic Study
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

2019 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

360 East Wilco Highway (Ronald Reagan Ext. / Corridor D to IH 35 / CR 305)

364 CR 314 Safety Improvement (IH 35 Northbound Frontage Road to East of CR 3001)

371 East Wilco Highway (US 79 to Chandler Rd/Corridor B2)

372 East Wilco Highway (Future SH 29 to Chandler Rd)

376 CR 134/CR 132 Extension (Hutto Arterial)

377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)

378 CR 112 Widening (CR 117 to CR 110)

381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)

391a CR 132 Realignment

620 FM 973 at Taylor High School Signal

Under Construction/Bidding

296 CR 366 (Chandler Road to Carlos G Parker Boulevard Northwest)

307 Bud Stockton Extension Traffic Signal at FM 487

332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)

366 CR 332 Realignment (South of FM 487 to North of CR 313)

375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)

392 East Wilco Highway (Southeast Loop Segment 2) (CR 137 to CR 404)

459 Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)

Completed/Open to Traffic

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)

307 Bud Stockton Extension (CR 305 to FM 487)

359 East Wilco Highway (Future SH 29 to Ronald Reagan Extension/ Corridor D)

369 Bartlett Project (Cottrell Street)

370 MoKan (Georgetown Inner Loop to University Boulevard)

373 Coupland Street Project (S. Broad & Muery Streets)

374 Thrall Street Project - S Bounds Street

380 MoKan (University Boulevard to SH 45)

390a CR Improvements and Paving (CR 401, CR 402, CR 404)

390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)

390c CR 401/CR 404 Improvements (US 79 to CR 404)

390e CR 404 at FM 973 (CR 404)

391 Samsung Highway (CR 404 Realignment) (CR 404 to FM 3349)

394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)

463 East Wilco Highway (Southeast Loop Segment 1, Phase 1) (CR 138 to CR 137)

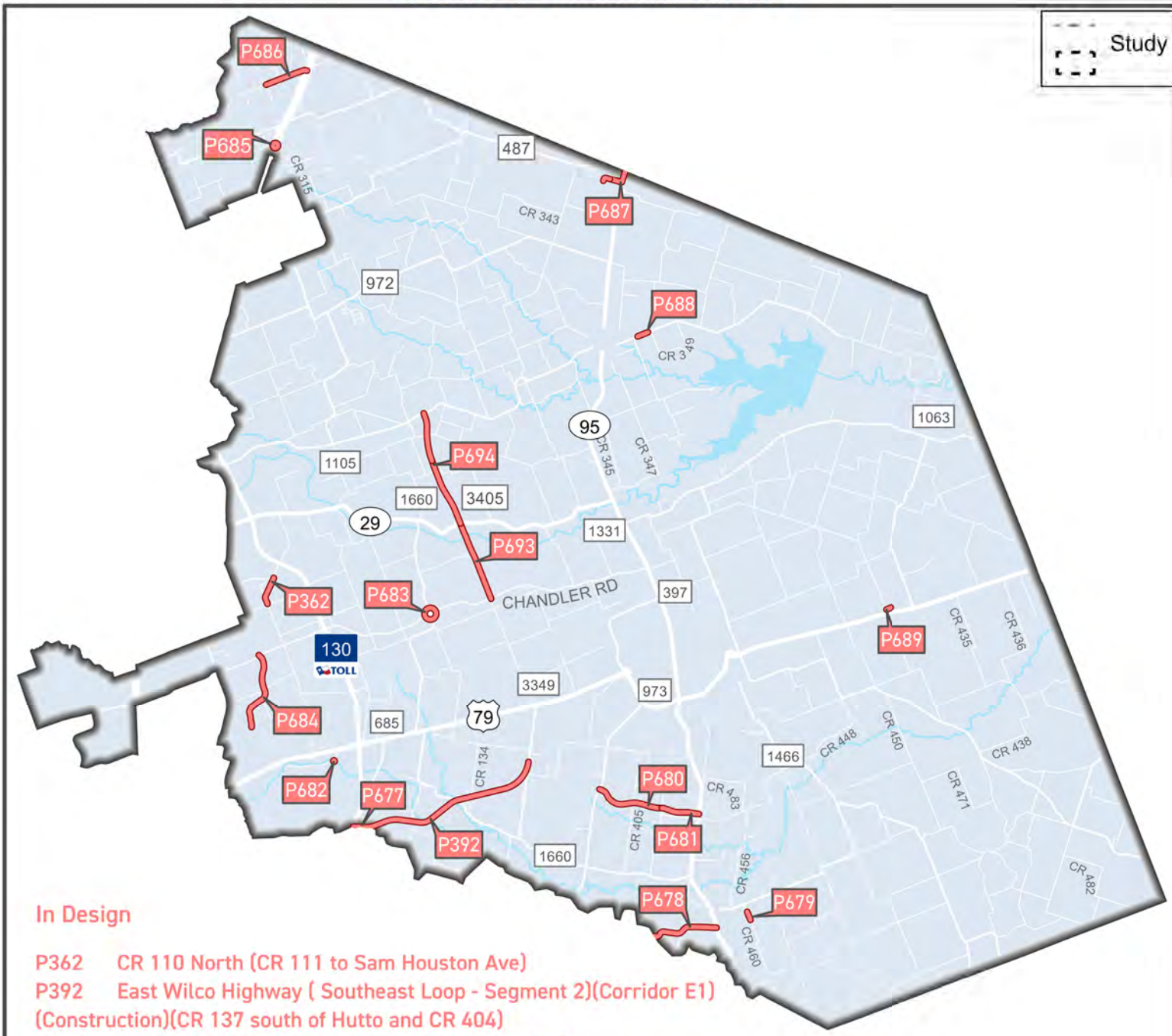
463a CR 138 Right Turn Lane at SH 130

486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)

619a Samsung Highway (Future County Road) (CR 404 to FM 973)

2023 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

P362 CR 110 North (CR 111 to Sam Houston Ave)
P392 East Wilco Highway (Southeast Loop - Segment 2)(Corridor E1) (Construction)(CR 137 south of Hutto and CR 404)
P677 CR 138 (SH 130 NBFR to east of Derby Day Ave)
P678 CR 458 (County Line to SH 95)
P679 CR 460 (future Coupland High School Turn Lanes)
P680 Corridor A2 (FM 973 to CR 406)
P681 Corridor A2 (CR 406 to SH 95)
P682 CR 123 (Brushy Creek)
P683 Chandler Road (FM 1660 Overpass)
P684 Kenney Fort Boulevard - Segments 5 & 6 (Old Settlers Boulevard to North of University Boulevard)
P685 Sonterra Boulevard (IH-35 Frontage Road and Sonterra Blvd Intersection)
P686 CR 305 (IH 35 to CR 307)
P687 Salt Lake, Brook, Front Street (Salt Lake Street to Clark Street)
P688 FM 971 (future Granger High School Turn Lanes)
P689 North Barker Street (CR 424 to east end of North Barker Street)
P693 East Wilco Highway (Segment 5) (Chandler Road to SH 29)
P694 East Wilco Highway (Segment 6) (Future SH 29 to FM 971)

Project Name: East Wilco Highway (Southeast Loop, Segment 1)
Project No. T3346

Original Contract Price = $11,526,789.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/30/2021	4/27/2021	7/12/2021	7/19/2021	8/31/2023			534	24	558

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/19/2021	8/31/2021	44	$767,411.06	$767,411.06	$85,267.90	$85,267.90	7	8
2	9/1/2021	9/30/2021	30	$328,739.28	$1,096,150.34	$36,526.58	$121,794.48	10	13
3	10/1/2021	10/31/2021	31	$221,811.16	$1,317,961.50	$24,645.69	$146,440.17	12	19
4	11/1/2021	11/30/2021	30	$278,008.69	$1,595,970.19	$30,889.85	$177,330.02	15	24
5	12/1/2021	12/31/2021	31	$331,070.23	$1,927,040.42	$36,785.58	$214,115.60	18	30
6	1/1/2022	1/31/2022	31	$624,535.89	$2,551,576.31	$69,392.88	$283,508.48	23	35
7	2/1/2022	2/28/2022	28	$352,666.85	$2,904,243.16	$39,185.20	$322,693.68	27	40
8	3/1/2022	3/31/2022	31	$815,310.79	$3,719,553.95	$90,590.09	$413,283.77	34	46
9	4/1/2022	4/30/2022	30	$741,856.71	$4,461,410.66	$82,428.53	$495,712.30	41	51
10	5/1/2022	5/31/2022	31	$625,433.98	$5,086,844.64	$69,492.66	$565,204.96	46	57
11	6/1/2022	6/30/2022	30	$498,845.27	$5,585,689.91	$55,427.25	$620,632.21	51	62
12	7/1/2022	7/31/2022	31	$521,580.90	$6,107,270.81	$57,953.44	$678,585.65	56	68
13	8/1/2022	8/31/2022	31	$672,002.44	$6,779,273.25	$74,666.93	$753,252.58	62	73
14	9/1/2022	9/30/2022	30	$936,075.41	$7,715,348.66	$104,008.38	$857,260.96	70	79
15	10/1/2022	10/31/2022	31	$851,880.44	$8,567,229.10	-$406,354.16	$450,906.80	74	84
16	11/1/2022	11/30/2022	30	$625,071.12	$9,192,300.22	$32,898.48	$483,805.28	80	90
17	12/1/2022	12/31/2022	31	$290,510.48	$9,482,810.70	$15,290.02	$499,095.30	82	95
18	1/1/2023	1/31/2023	31	$55,998.20	$9,538,808.90	$2,947.27	$502,042.57	83	101
19	2/1/2023	2/28/2023	28	$161,924.00	$9,700,732.90	$8,522.32	$510,564.89	84	106
20	3/1/2023	3/31/2023	31	$291,588.78	$9,992,321.68	$15,346.78	$525,911.67	86	111
21	4/1/2023	4/30/2023	30	$160,641.77	$10,152,963.45	$8,454.83	$534,366.50	88	117
22	5/1/2023	5/31/2023	31	$79,909.01	$10,232,872.46	$4,205.73	$538,572.23	98	122
23	6/1/2023	6/30/2023	30	$355,060.22	$10,587,932.68	$18,687.38	$557,259.61	92	128
24	7/1/2023	7/31/2023	31	$61,540.97	$10,649,473.65	$3,239.00	$560,498.61	92	133
25	8/1/2023	8/31/2023	31	$316,670.90	$10,966,144.55	$16,666.89	$577,165.50	95	139
26	9/1/2023	9/30/2023	0	$84,593.72	$11,050,738.27	$4,452.30	$581,617.80	96	139
27	10/1/2023	10/31/2023	0	$8,808.52	$11,059,546.79	$463.61	$582,081.41	96	139

5/31/2024 Comments - Closeout is underway.

Change Order Number	Approved	Cost This CO	Total COs
01	8/3/2021	$ 148,710.35	$ 148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

Change Order Number	Approved	Cost This CO	Total COs
02	10/4/2022	$73,007.39	$221,717.74

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. 3F. County Convenience. Additional work desired by the County: In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. 1B. Design Error or Omission. Other: Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

Change Order Number	Approved	Cost This CO	Total COs
03	2/28/2023	$177,807.62	399,525.36

1A. Incorrect PS&E. This Change Order replaces the SGT and MBGF with Crash Cushion Attenuators on the proposed eastbound lane at both bridges due to them not being able to be installed per plan because of the post locations being in the MSE rock backfill. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order also compensates the contractor for replacing a portion of an existing concrete driveway that needed to be removed to install the 48in RCP on Line B35.

Change Order Number	Approved	Cost This CO	Total COs
04	3/28/2023	156,231.96	555,757.32

2. Differing Site Conditions (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order is adding items to the Contract that have been previously paid for under the existing Force Account line item.

Change Order Number	Approved	Cost This CO	Total COs
05	7/20/2023	1,093,581.24	1,649,338.56

1. Design Error or Omission. 1A: Incorrect PS&E. This Change Order addresses quantity revisions with the earthwork, roadway and various other bid items. The original quantities were incorrect in the Bid documents. The Engineer of Record re-calculated the quantities and provided revised numbers.

Change Order Number	Approved	Cost This CO	Total COs
06	9/27/2023	-1,015,961.92	633,376.64

3M. County Convenience. Other. Due to the existing utility conflicts impeding the remaining construction, this Change Order will remove all remaining work from Phases 2-4 from the project.

Adjusted Price = $12,160,165.73

Project Name: CR 401 Reconstruction Project
Project No. 22IFB57

Original Contract Price = $12,673,200.94

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/11/2022	3/22/2022	4/21/2022	5/2/2022	7/7/2023			505	-70	435

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/14/2022	4/21/2022	0	$541,350.00	$541,350.00	$60,150.00	$60,150.00	5	0
2	4/22/2022	5/31/2022	30	$213,264.25	$754,614.25	$23,696.03	$83,846.03	6	7
3	6/1/2022	7/1/2022	31	$1,394,793.70	$2,149,407.95	$154,977.08	$238,823.11	17	14
4	7/2/2022	7/31/2022	30	$690,418.59	$2,839,826.54	$76,713.17	$315,536.28	22	21
5	8/1/2022	8/31/2022	31	$276,688.62	$3,116,515.16	$30,743.18	$346,279.46	25	28
6	9/1/2022	9/30/2022	30	$784,682.38	$3,901,197.54	$87,186.93	$433,466.39	31	35
7	10/1/2022	10/31/2022	31	$776,738.57	$4,677,936.11	$86,304.29	$519,770.68	37	42
8	11/1/2022	11/30/2022	30	$875,684.24	$5,553,620.35	$97,298.25	$617,068.93	44	49
9	12/1/2022	12/31/2022	31	$422,000.74	$5,975,621.09	$46,888.97	$663,957.90	47	56
10	1/1/2023	1/31/2023	31	$616,120.11	$6,591,741.20	$68,457.79	$732,415.69	52	63
11	2/1/2023	2/28/2023	28	$598,319.58	$7,190,060.78	$66,479.95	$798,895.64	57	70
12	3/1/2023	3/31/2023	31	$603,951.86	$7,794,012.64	$67,105.76	$866,001.40	62	77
13	4/1/2023	4/30/2023	30	$945,657.20	$8,739,669.84	-$406,018.78	$459,982.62	66	84
14	5/1/2023	5/31/2023	31	$1,082,327.54	$9,821,997.38	$56,964.61	$516,947.23	74	91
15	6/1/2023	6/30/2023	30	$1,195,677.91	$11,017,675.29	$62,930.42	$579,877.65	83	98
16	7/1/2023	7/31/2023	7	$760,493.51	$11,778,168.80	$40,025.97	$619,903.62	88	99
17	8/1/2023	8/31/2023	0	$16,945.32	$11,795,114.12	$891.86	$620,795.48	88	99
18	9/1/2023	9/30/2023	0	$543,436.59	$12,338,550.71	-$368,988.32	$251,807.16	90	99
19	10/1/2023	10/31/2023	0	$156,673.75	$12,495,224.46	$3,197.42	$255,004.58	91	99
20	11/1/2023	11/30/2023	0	$335,156.29	$12,830,380.75	$6,839.93	$261,844.51	93	99
21	12/1/2023	12/31/2023	0	$309,329.80	$13,139,710.55	$6,312.85	$268,157.36	95	99
22	1/1/2024	1/31/2024	0	$53,097.83	$13,192,808.38	$1,083.63	$269,240.99	96	99
23	2/1/2024	2/29/2024	0	$38,782.60	$13,231,590.98	$791.48	$270,032.47	96	99
24	3/1/2024	3/31/2024	0	$130,741.40	$13,362,332.38	$2,668.19	$272,700.66	97	99
25	4/1/2024	4/30/2024	0	$511.56	$13,362,843.94	$10.44	$272,711.10	99	99

5/31/2024 Comments - Closeout process is underway.

Change Order Number	Approved	Cost This CO	Total COs
01	9/15/2022	$ 13,315.52	$ 13,315.52

3G. County Convenience. Compliance requirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their requirements and revised some signal phasing/timing at the proposed intersection of US 79 and CR 401.

Change Order Number	Approved	Cost This CO	Total COs
02	9/20/2022	$ 414,400.00	$ 427,715.52

4B. Third Party Accommodation. Third party requested work. This Change Order reduces the Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days with a maximum incentive cap. This acceleration in the Contract Time is necessary, in order to meet the County's project delivery deadline of 7/31/2023.

Change Order Number	Approved	Cost This CO	Total COs
03	10/5/2022	$ 214,351.37	$ 642,066.89

3F. County Convenience. Additional work desired by the County. This Change Order changes the City of Taylor water line pipe material from ductile iron to PVC. This is necessary, due to the availability of materials.

Change Order Number	Approved	Cost This CO	Total COs
04	2/28/2023	$ 188,826.95	$ 830,893.84

2G. Differing in site conditions. Unadjusted Utility (Unforeseeable) This Change Order adds new items to the Contract to adjust the existing 16in City of Taylor water line on the north side of US 79 which is in conflict with the proposed pavement and ditch cuts. 4B. Third Party Requested Work. An additional 6in line and fire hydrant assembly are being added at the request of the City of Taylor.

Change Order Number	Approved	Cost This CO	Total COs
05	8/22/2023	$ -	$ 830,893.84

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) This Change Order compensates the Contractor for additional work to the Jonah water line that had to be rerouted due to a conflict with the bore pit for the City of Taylor water line. A Force Account line item has been created to cover the cost of the repair to the Jonah water line.

Change Order Number	Approved	Cost This CO	Total COs
06	12/19/2023	$399,968.56	$ 1,230,862.40

2E. Miscellaneous difference in site conditions (unforeseeable). Due to changing conditions in the field, certain items required quantity adjustments. 2I. Additional safety needs (unforeseeable). Additional small signs were added for safety concerns near the railroad crossing. This Change Order also adds items for crash cushion repairs needed due to the damage that occurred during construction.

Change Order Number	Approved	Cost This CO	Total COs
07	1/30/2024	$137,831.49	$ 1,368,693.89

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adjusts quantities in the Contract due to unforeseen conditions that were identified in the field. This Change Order also adds additional items to the Contract for work being performed in and around the UPRR ROW per requirements.

Adjusted Price = $14,041,894.83

Project Name: Samsung Highway (Future County Road) (CR 404 to FM 973)
Project No. 22IFB126

Original Contract Price = $11,289,929.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
7/12/2022	7/19/2022	8/5/2022	8/15/2022	9/5/2023			413		413

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/15/2022	9/27/2022	44	$415,099.80	$415,099.80	$46,122.20	$46,122.20	4	11
2	9/28/2022	10/31/2022	34	$1,256,916.42	$1,672,016.22	$139,657.38	$185,779.58	16	19
3	11/1/2022	11/30/2022	30	$529,743.42	$2,201,759.64	$58,860.38	$244,639.96	21	26
4	12/1/2022	12/31/2022	31	$196,710.30	$2,398,469.94	$21,856.70	$266,496.66	23	34
5	1/1/2023	1/31/2023	31	$942,884.78	$3,341,354.72	$104,764.98	$371,261.64	33	41
6	2/1/2023	2/28/2023	28	$895,707.90	$4,237,062.62	$99,523.10	$470,784.74	41	48
7	3/1/2023	3/31/2023	31	$2,066,773.05	$6,303,835.67	$229,641.45	$700,426.19	61	55
8	4/1/2023	4/30/2023	30	$1,637,718.64	$7,941,554.31	-$282,449.65	$417,976.54	73	63
9	5/1/2023	5/31/2023	31	$1,177,188.70	$9,118,743.01	$61,957.30	$479,933.84	84	70
10	6/1/2023	7/31/2023	61	$1,026,783.27	$10,145,526.28	$54,041.23	$533,975.07	94	85
11	8/1/2023	8/31/2023	31	$78,532.37	$10,224,058.65	$4,133.28	$538,108.35	94	92
12	9/1/2023	9/30/2023	5	$339,420.15	$10,563,478.80	-$322,527.15	$215,581.20	94	94
13	10/1/2024	4/26/2024	0	$70,667.06	$10,634,145.86	$1,442.19	$217,023.39	95	94

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5/31/2024 Comments - Close-out process is underway.

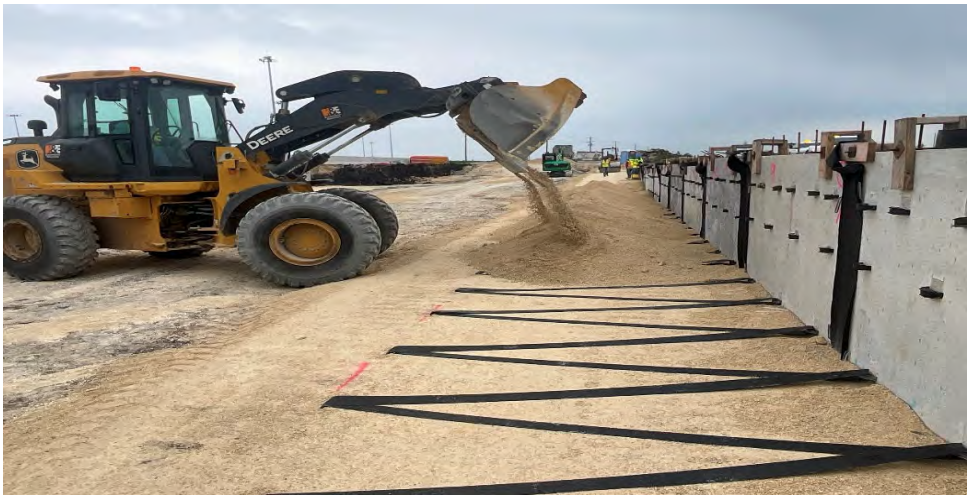
Change Order Number	Approved	Cost This CO	Total COs
01	1/24/2023	41,260.00	$ 41,260.00

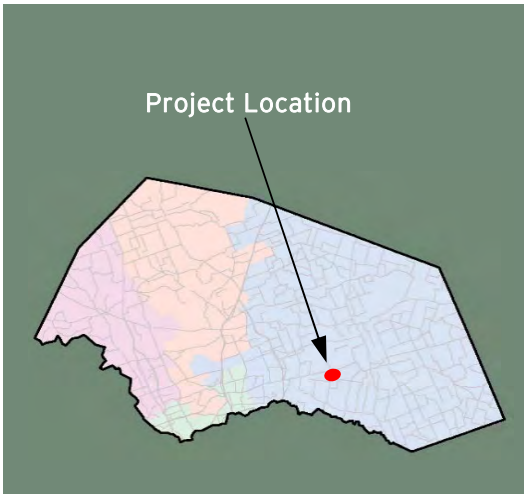
1B. Design Error or Omission. Other: This Change Order adds two items to the Contract for installing a 4' x 2' box culvert (EE) and related wingwalls/headwalls. The work was shown in the plans but not included in the bid tab. This Change Order also removes SET (TY 1) (S=5ft)(HW=3FT) (6:1) (C) item. The work was removed from the plans but the item was left in the bid tab. These plan revisions were made prior to bidding due to outstanding items on the TxDOT permit for the work at the FM 973 tie-in.

Change Order Number	Approved	Cost This CO	Total COs
02	7/18/2023	83,559.50	$ 124,819.50

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds quantities to existing items due to unexpected changes in field conditions, causing overruns on the project. The excavation and embankment quantities had to be adjusted, due to the existing elevations at the west tie-in. The 18-inch and 36-inch drill shafts needed to be extended to ensure the shafts had proper embedment into stable material.

Adjusted Price = $11,414,748.50





East Wilco Highway (FM 3349 at US 79)
(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)

Project Length: 4.108 Miles
Roadway Classification: Rural Major Collector

Project Schedule: October 2022 - Summer 2025 (Roadwork)
Estimated Construction Cost: $84 Million

MAY 2024 IN REVIEW

5/3/24: James Construction Group (JCG) set forms and poured the Abutment 1 backwall and continued setting forms and pouring columns for bents 2 through 5 of the northbound frontage road bridge.

5/10/24: JCG continued processing flexible base along the southbound frontage road. JCG continued installing foam fills and deck panels on the southbound frontage road bridge.

5/17/24: JCG continued constructing MSE walls at both the northbound and southbound frontage road bridges. JCG placed concrete for the southbound frontage road bridge deck spans 12 and 13.

5/24/24: JCG continued excavating subgrade and processing lime treated subgrade along the southbound frontage road.

5/31/24: JCG formed and poured Bent 3 cap of the northbound frontage road bridge. Patin continued work on the Jonah 24-inch water line.

Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

Project Name: East Wilco Highway (FM 3349 at US 79)
Project No. 22IFB139

Original Contract Price = $81,941,038.13

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/24/2022	9/26/2022	10/6/2022	10/17/2022				1394		1394

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/18/2022	11/25/2022	39	$755,690.77	$755,690.77	$0.00	$0.00	1	2
2	11/26/2022	12/25/2022	30	$5,128,955.59	$5,884,646.36	$0.00	$0.00	7	0
3	12/26/2022	1/25/2023	31	$1,448,580.10	$7,333,226.46	$0.00	$0.00	9	7
4	1/26/2023	2/25/2023	31	$1,272,882.90	$8,606,109.36	$0.00	$0.00	10	9
5	2/26/2023	3/25/2023	28	$2,922,159.15	$11,528,268.51	$0.00	$0.00	14	11
6	3/26/2023	4/25/2023	31	$1,453,458.85	$12,981,727.36	$0.00	$0.00	15	14
7	4/26/2023	5/25/2023	30	$1,672,497.88	$14,654,225.24	$0.00	$0.00	17	16
8	5/26/2023	6/25/2023	31	$3,188,150.58	$17,842,375.82	$0.00	$0.00	21	18
9	6/26/2023	7/25/2023	30	$2,251,767.13	$20,094,142.95	$0.00	$0.00	24	20
10	7/26/2023	8/25/2023	31	$2,453,925.93	$22,548,068.88	$0.00	$0.00	27	22
11	8/26/2023	9/30/2023	36	$4,580,138.95	$27,128,207.83	$0.00	$0.00	32	25
12	10/1/2023	10/25/2023	25	$3,017,528.73	$30,145,736.56	$0.00	$0.00	36	27
13	10/26/2023	11/25/2023	31	$2,172,558.80	$32,318,295.36	$0.00	$0.00	38	29
14	11/26/2023	12/25/2023	30	$1,638,115.30	$33,956,410.66	$0.00	$0.00	40	31
15	12/26/2023	1/25/2024	31	$4,633,009.82	$38,589,420.48	$0.00	$0.00	46	33
16	1/26/2024	2/25/2024	31	$4,487,381.38	$43,076,801.86	$0.00	$0.00	51	36
17	2/26/2024	3/25/2024	29	$3,973,465.64	$47,050,267.50	$0.00	$0.00	56	38
18	3/26/2024	4/25/2024	31	$1,993,459.10	$49,043,726.60	$0.00	$0.00	58	40
19	4/26/2024	5/25/2024	30	$1,414,938.37	$50,458,664.97	$0.00	$0.00	60	42

5/31/2024 Comments - James Contruction Group (JCG) formed and poured Bent 3 cap of the northbound frontage road bridge. JCG continued setting deck panels for the northbound frontage road bridge and continued constructing MSE walls. The Contractor continued lime treating subgrade and placing flexible base and geo-grid on the southbound frontage road. The Contractor continued work on the Jonah 24-inch water line. The Contractor began installing conduit on the southbound frontage road bridge and the south tie-in of the project.

Change Order Number	Approved	Cost This CO	Total COs
01	4/25/2023	925,354.41	925,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: This Change Order provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn on US 79

Change Order Number	Approved	Cost This CO	Total COs
02	4/25/2023	82,000.00	1,007,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: The original bid item 36-inch Ductile Iron Pipe has long lead time of material procurement and is not readily available. Contractor proposed two options with shorter lead time to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC DR 18 pipe as an alternative with $82,000 increase in cost to the current item and allows contractor to procure material quicker. The cost of this material change is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
03	7/20/2023	195,302.81	1,202,657.22

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for installing one steel utility sleeve casing 24 inches in diameter on FM 3349 at station 421+00.

Change Order Number	Approved	Cost This CO	Total COs
04	8/8/2023	-472,492.20	730,165.02

3. County Convenience. 4D Other "Deletion of work requested by the City of Hutto": This Change Order eliminates City of Hutto 16-inch water main line relocations project and 50 LF of 16-inch water line relocation under City of Hutto water line casing project from the original scope of work. The omission of work was requested by the City of Hutto. The cost for restocking of the ordered material and any other related fee is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
05	0/14/23	-5,274.97	724,890.05

5. Contractor Convenience. 5E Other: This Change Order is to revise the Stone Riprap material cost due to a material substitution request from the contractor. James Construction proposed material that has a specific gravity below the Contract requirements but has been accepted by TxDOT in other projects. The EOR approved the use of this material and recommended a reduction in price. This Change Order will result in a cost savings for the proposed material. This Change Order also adds new items to the Contract to pay the Contractor for additional work that was originally paid under the Force Account Line item.

Change Order Number	Approved	Cost This CO	Total COs
06	10/20/2023	130,053.00	854,943.05

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for upsizing 562 LF of 12-inch PVC pipe and fittings to 16-inch PVC pipe for the Jonah waterline project due to increased demand. The decision to upsize the pipe was at Jonah's request and will be 100% funded by the Jonah Water Special Utility District.

Change Order Number	Approved	Cost This CO	Total COs
07	10/20/2023	661,031.30	1,515,974.35

3F. Additional work desired by the County : This Change Order compensates the contractor for installing southbound frontage road right turn lane at FM 3349 for City of Hutto Mega Site. This work was requested by the City of Hutto and is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
08	10/20/2023	327,321.48	1,843,295.83

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for installation of 280 linear feet of 36-inch Ductile Iron (DI) pipe for City of Hutto water line project, instead of the previously specified 36-inch PVC pipe. This adjustment is required for the 48-inch bored steel casing under FM 3349 and the transition to a 56-inch casing for the open cut section. This modification was requested by and is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
09	1/30/2024	-368,749.53	1,474,546.30

5. Contractor Convenience. 5A Contractor exercises option to change the traffic control plan: This Change Order revises the as-bid Traffic Control Plan (TCP) and construction phasing of the FM 3349 project. The modified TCP allows the Contractor to work on both, the North Bound and South Bound Frontage Roads simultaneously. The changes to the TCP and construction phasing do not impact the project's completion date and results in savings on several contract items.

Change Order Number	Approved	Cost This CO	Total COs
10	1/30/2024	67,965.30	1,542,511.60

4. Third Party Accommodation. 4B. Third party requested work: This Change Order compensates the Contractor for installing 390 LF of 4-inch steel casing with 1.5" HDPE water service line and fittings for the Jonah waterline project on FM 3349 at station 475+50. This work was requested by the Jonah Water Special Utility District and is 100% reimbursed by the Jonah Water Special Utility District.

Change Order Number	Approved	Cost This CO	Total COs
11	2/1/2024	271,902.72	1,814,414.32

3. County Convenience. 3F. Additional work desired by the County: This Change Order provides compensation to the Contractor for the installation of a 24-inch Steel Encasement Sleeve spanning 470 linear feet in the Jonah water line project on FM 3349 at station 426+51. The sleeve is part of the Williamson County real estate agreement excuted during the ROW acquisition.

Change Order Number	Approved	Cost This CO	Total COs
12	4/16/2024	64,791.00	1,879,205.32

1. Dealgn Error or Omission - 1A. Incorrect PS&E. 4B. Third party requested work: This Change Order provides compensation to the Contractor for modifying the length and elevation of the Jonah water line under US79 and UPRR tracks, and for abandoning the existing 2-lnch Jonah water line located within lhe UPRR ROW on lhe soulh side of US79.

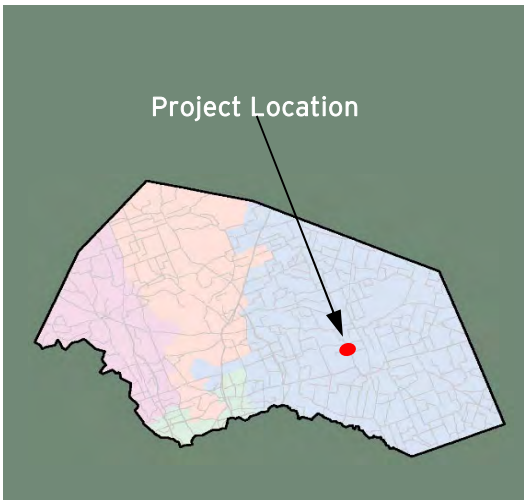
Change Order Number	Approved	Cost This CO	Total COs
13	4/16/2024	82,301.65	1,961,506.97

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing FM 3349 roadway. The repairs include fixing ruts and cracks and repairing a crash cushion and MBGF damaged by the public. This Change Order also adds new items to install additional small signs to improve safety on the CR 101 (Jughandle Road), pay for off duty police officers, and locating an existing utility line.

Change Order Number	Approved	Cost This CO	Total COs
14	4/16/2024	101,248.22	2,062,755.19

2C. New Development (Conditions Changing After PS&E Completed). This Change Order provides compensation to the Contractor for relocating box culvert No. 4 on the southbound frontage road, to accommodate the location of the new City of Hutto street (Spine Road). The culvert and crossover to FM 3349 were moved approximately 36ft. to the north to align with the centerlineof the Spine Road.

Adjusted Price = $84,003,793.32



CR 366 Reconstruction
(Chandler Road to Carlos G. Parker Boulevard)

Project Length: 2.751 Miles
Roadway Classification: Rural Arterial

Project Schedule: January 2023 - Summer 2024
Estimated Construction Cost: $17.8 Million

MAY 2024 IN REVIEW

5/3/24: James Construction Group (JCG) continued placing flexible base at various driveways and topsoil throughout the project. Subcontractor Woolery placed the metal beam guard fence at the bridge approaches and FM 397.

5/10/24: Subcontractor Patin Construction continued concrete paving at CR 366. Subcontractor Austin Traffic Signal poured concrete for the signal pole foundations at the intersection of CR 366 and FM 397.

5/17/24: JCG continued to form and pour various driveways along CR 366 and Chandler Road. JCG continued placing topsoil throughout the project.

5/24/24: Subcontractor Patin Construction completed pouring the concrete transition at CR 366.

5/31/24: JCG continued to form and pour various driveways along CR 366 and Chandler Road. JCG graded the topsoil along the edge of the roadway throughout the project.

Design Engineer: Garver
Contractor: James Construction
Construction Observation:
Chuck Evans, HNTB

Williamson County
Road Bond Program

Project Name: CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)
Project No. 22IFB138 Original Contract Price = $17,694,262.46

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/31/2022	9/28/2022	12/27/2022	1/6/2023				515		515

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/6/2023	2/28/2023	54	$1,184,919.53	$1,184,919.53	$131,657.73	$131,657.73	7	10
2	3/1/2023	3/31/2023	31	$220,649.15	$1,405,568.68	$24,516.57	$156,174.30	9	17
3	4/1/2023	4/30/2023	30	$195,624.79	$1,601,193.47	$21,736.09	$177,910.39	10	22
4	5/1/2023	5/31/2023	31	$540,591.96	$2,141,785.43	$60,065.77	$237,976.16	13	28
5	6/1/2023	6/30/2023	30	$1,603,804.24	$3,745,589.67	$178,200.47	$416,176.63	23	34
6	7/1/2023	7/31/2023	31	$781,944.84	$4,527,534.51	$86,882.76	$503,059.39	28	40
7	8/1/2023	8/31/2023	31	$1,589,668.07	$6,117,202.58	$176,629.79	$679,689.18	38	46
8	9/1/2023	9/30/2023	30	$933,910.69	$7,051,113.27	$103,767.85	$783,457.03	44	52
9	10/1/2023	10/31/2023	31	$448,939.28	$7,500,052.55	$49,882.14	$833,339.17	47	58
10	11/1/2023	11/30/2023	30	$314,298.57	$7,814,351.12	$34,922.07	$868,261.24	49	64
11	12/1/2023	12/31/2023	31	$413,086.23	$8,227,437.35	$45,898.47	$914,159.71	45	64
12	1/1/2024	1/31/2024	31	$452,008.26	$8,679,445.61	$50,223.14	$964,382.85	54	70
13	2/1/2024	2/29/2024	29	$653,498.36	$9,332,943.97	$72,610.92	$1,036,993.77	58	82
14	3/1/2024	3/31/2024	31	$1,806,457.71	$11,139,401.68	-$450,709.47	$586,284.30	66	88
15	4/1/2024	4/30/2024	30	$1,982,213.76	$13,121,615.44	$104,327.04	$690,611.34	78	93

5/31/2024 Comments - James Construction Group (JCG) placing concrete at various driveways along CR 366 and Chandler Road. JCG continued grading topsoil along the edge of the roadway throughout the project. The Contractor installed metal beam guard fence on CR 366 and poured the mow strip. Subcontractor Patin completed placing CRCP at the new intersection of FM 397 and CR 366.

Change Order Number	Approved	Cost This CO	Total COs
01	6/6/2023	$ 11,562.50	$ 11,562.50

1A. Design Error or Omission. Incorrect PS&E. : This change order adds the installation of the construction exits along CR 366 and FM 397 Carlos G Parker to access to the project site. The construction entrances or exits are to provide a stable pathway to keep the mud sediment off the public roads and improve safety.

Change Order Number	Approved	Cost This CO	Total COs
02	12/12/2023	$ 82,015.80	$ 93,578.30

2I: Additional safety needs (unforeseeable): This Change Orders provides funds to compensates the Contractor to implement a full closure of CR 366 until the completion of the project. The full closure is needed due to the severe rutting and pavement failures the road experienced after construction started. Williamson County and the City of Taylor agreed to close the road to through traffic and implement a detour route to improve the safety of the traveling public and facilitate the construction of the new road. 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order also creates new contract items for mowing and potholing to locate unmarked utilities within the project limits.

Change Order Number	Approved	Cost This CO	Total COs
03	5/7/2024	71,050.63	164,628.93

2I. Additional safety needs (unforeseeable): This Change Order compensates the Contractor for various items paid under Force Account to address required additional safety improvements, repairs to the existing CR 366, and potholing to locate existing fiber optic lines. 3F. Additional work desired by the County: This Change Order also compensates the Contractor for widening a driveway on CR 369, replacing unsuitable material on CR 366, installing an underdrain pipe, removing Oncor poles on CR 366 and FM 397, and paying off duty police officers.

Adjusted Price = $17,858,891.39

Project Name: Bud Stockton Extension (CR 305 to FM 487)
Project No. 23IFB13

Original Contract Price = $5,917,275.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/12/2022	12/20/2022	1/3/2023	2/9/2023	8/14/2023			177	6	183

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2023	2/28/2023	16	$173,685.65	$173,685.65	$19,298.41	$19,298.41	3	9
2	3/1/2023	3/31/2023	31	$509,598.69	$683,284.34	$56,622.07	$75,920.48	13	26
3	4/1/2023	4/30/2023	30	$596,757.76	$1,280,042.10	$66,306.42	$142,226.90	25	42
4	5/1/2023	5/31/2023	31	$935,377.65	$2,215,419.75	$103,930.85	$246,157.75	43	59
5	6/1/2023	6/30/2023	30	$493,627.50	$2,709,047.25	$54,847.50	$301,005.25	52	75
6	7/1/2023	7/31/2023	31	$1,774,451.07	$4,483,498.32	$197,161.23	$498,166.48	87	92
7	8/1/2023	8/31/2023	14	$822,967.99	$5,306,466.31	-$218,878.78	$279,287.70	92	100
8	9/1/2023	9/30/2023	0	$220,970.36	$5,527,436.67	-$166,482.87	$112,804.83	98	100
9	10/1/2023	10/31/2023	0	$27,078.46	$5,554,515.13	$552.62	$113,357.45	98	100
10	11/1/2023	3/1/2024	0	$15,204.70	$5,569,719.83	$310.30	$113,667.75	99	100

5/31/2024 Comments - Awaiting vegetation establishment.

Change Order Number	Approved	Cost This CO	Total COs
01	3/7/2023	$ 35,830.59	$ 35,830.59

6D. Untimely ROW/Utilities. Other.: As part of the ROW Agreement, Williamson County is responsible for installing the new fence along the ROW. The Agreement was finalized after the design, so the items were not included in the bid documents. Also, temporary fence must be installed around the existing pond while the pond is being backfilled.

Change Order Number	Approved	Cost This CO	Total COs
02	8/23/2023	$ 97,110.00	$ 132,940.59

2. Differing Site Conditions (unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the Contractor for performing full-depth repairs to the existing Bud Stockton Loop pavement prior to the 1-inch overlay of hot mix asphalt.

Change Order Number	Approved	Cost This CO	Total COs
03	2/14/2024	-292,169.97	-159,229.38

2E. Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. 2I. Additional safety needs (unforeseeable). Due to the new stop condition on FM 487, TxDot requested LED stop signs and rumble strips be installed to make a safer condition at the new all-way stop. 2J. Other: Installing a 6in sleeve for Jarrell ISD High School under their new driveway off of Bud Stockton.

Adjusted Price = $5,758,045.62

Project Name: CR 404 at FM 973
Project No. 23IFB6

Original Contract Price = $4,622,143.93

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/22/2022	12/6/2022	2/1/2023	2/10/2023	7/7/2023	4/29/2024		150		150

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/10/2023	2/28/2023	19	$358,668.36	$358,668.36	$39,852.04	$39,852.04	8	13
2	3/1/123	3/31/2023	31	$668,379.48	$1,027,047.84	$74,264.32	$114,116.36	24	33
3	4/1/2023	4/30/2023	30	$601,756.01	$1,628,803.85	$66,861.78	$180,978.14	38	53
4	5/1/2023	5/31/2023	31	$555,140.47	$2,183,944.32	$61,682.27	$242,660.41	50	74
5	6/1/2023	6/30/2023	30	$1,893,411.89	$4,077,356.21	-$28,062.78	$214,597.63	89	94
6	7/1/2023	7/31/2023	7	$383,976.61	$4,461,332.82	$20,209.29	$234,806.92	98	99
7	8/1/2023	8/31/2023	0	$48,047.09	$4,509,379.91	$2,528.79	$237,335.71	99	99
8	9/1/2023	9/30/2023	0	$150,388.70	$4,659,768.61	-$142,238.46	$95,097.25	99	99
9	10/1/2023	10/31/2023	0	$26,065.94	$4,685,834.55	$531.96	$95,629.21	99	99
10	11/1/2023	2/23/2024	0	$31,960.38	$4,717,794.93	$652.27	$96,281.48	100	99
11	2/24/2024	5/10/2024	0	$96,282.42	$4,814,077.35	-$96,281.48	$0.00	100	99

5/31/2024 Comments - Project closeout is in underway.

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2023	294,199.97	294,199.97

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for multiple different adjustments made throughout the project. There were revisions made due to the Samsung site, signals, drainage, and some additional safety measures requested by Williamson County. 1B. Design Error or Omission. Other. This Change Order also corrects the incorrect asphalt quantities provided in the bid tabs.

Change Order Number	Approved	Cost This CO	Total COs
02	2/14/2024	-102,266.57	191,933.40

2E. Miscellaneous difference in site conditions (unforseeable)(Item9). This Change Order provides the balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. 2I. Additional safety needs (unforseeable). This change order also adds advanced flashing beacons and signs for additional safety measures.

Adjusted Price = $4,814,077.33

Project Name: CR 307 and CR 305
Project No. 23IFB34

Original Contract Price = $2,796,832.80

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
2/22/2023	3/7/2023	4/7/2023	4/17/2023	2/12/2024			120	169	289

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2023	4/30/2023	13	$105,372.90	$105,372.90	$11,708.10	$11,708.10	4	4
2	5/1/2023	5/31/2023	31	$78,480.00	$183,852.90	$8,720.00	$20,428.10	7	15
3	6/1/2023	6/30/2023	30	$319,844.70	$503,697.60	$35,538.30	$55,966.40	20	26
4	7/1/2023	7/31/2023	31	$298,387.80	$802,085.40	$33,154.20	$89,120.60	31	36
5	8/1/2023	8/31/2023	31	$262,632.60	$1,064,718.00	$29,181.40	$118,302.00	42	47
6	9/1/2023	9/30/2023	30	$9,900.00	$1,074,618.00	$1,100.00	$119,402.00	42	57
7	10/1/2023	10/31/2023	31	$128,916.90	$1,203,534.90	$14,324.10	$133,726.10	47	68
8	11/1/2023	11/30/2023	30	$554,425.38	$1,757,960.28	-$41,201.87	$92,524.23	65	79
9	12/1/2023	12/31/2023	31	$6,650.00	$1,764,610.28	$350.00	$92,874.23	65	79
10	1/1/2024	1/31/2024	31	$585,425.81	$2,350,036.09	$30,811.88	$123,686.11	87	89
11	2/1/2024	2/29/2024	12	$158,831.53	$2,508,867.62	-$72,484.73	$51,201.38	90	100
12	3/1/2024	3/31/2024	0	$31,267.10	$2,540,134.72	$638.10	$51,839.48	91	100
11	4/1/2024	5/31/2024	0	$27,528.48	$2,567,663.20	-$25,903.49	$25,935.99	91	100

5/31/2024 Comments - Awaiting vegetation establishment.

Change Order Number	Approved	Cost This CO	Total COs
01	11/2/2023	$ 10,447.50	$ 10,447.50

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs (unforeseeable): This Change Order adds work zone pavement markings to the CR307 portion of the project. With the added amount of traffic on CR 307 due to the new school opening, the temporary pavement markings were added as an additional safety measure for the traveling public.

Change Order Number	Approved	Cost This CO	Total COs
02	2/14/2024	$ 35,000.00	$ 45,447.50

6C. Utilities not clear. This Change Order adds days to the contract time and increases the Barricades, signs, and traffic handling item due to the utility conflicts not being cleared by the dates stated in the Project Construction Manual.

Adjusted Price = $2,842,280.30

Project Name: Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404)
Project No. 23IFB33

Original Contract Price = $5,139,487.45

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
2/15/2023	2/28/2023	4/12/2023	4/24/2023	10/2/2023	4/19/2024		312		312

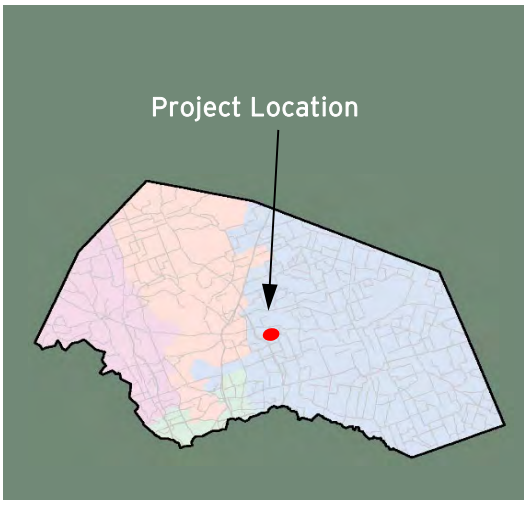
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/24/2023	5/31/2023	38	$427,494.19	$427,494.19	$47,499.35	$47,499.35	9	12
2	6/1/2023	6/30/2023	30	$521,200.45	$948,694.64	$57,911.17	$105,410.52	20	22
3	7/1/2023	7/31/2023	31	$1,021,845.73	$1,970,540.37	$113,538.41	$218,948.93	42	32
4	8/1/2023	8/31/2023	31	$950,205.70	$2,920,746.07	-$65,225.45	$153,723.48	60	42
5	9/1/2023	9/30/2023	30	$1,130,322.24	$4,051,068.31	$59,490.64	$213,214.12	83	51
6	10/1/2023	10/31/2023	2	$857,687.88	$4,908,756.19	-$113,035.42	$100,178.70	97	52
7	11/1/2023	11/30/2023	0	$83,329.71	$4,992,085.90	$1,700.60	$101,879.30	99	52
8	12/1/2023	12/31/2023	0	$6,676.54	$4,998,762.44	$136.26	$102,015.56	99	52

5/31/2024 Comments - Closeout process is underway.

Change Order Number	Approved	Cost This CO	Total COs
01	6/4/2024	$ 14,513.35	$ 14,513.35

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $5,154,000.80



Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

Project Length: 2.3 Miles
Roadway Classification: Suburban Arterial

Project Schedule: October 2023 - Summer 2026
Estimated Construction Cost: $30.5 Million

MAY 2024 IN REVIEW

5/3/24: Capital Excavation poured both approach slabs for the West Mankins Branch Bridge and poured the riprap aprons around both abutments on the SH 130 Bridge.

5/10/24: Capital began tying rebar for the concrete rails on the West Mankins Branch Bridge and continued forming and pouring headwalls and wingwalls for various box culverts.

5/17/24: Capital continued processing flexible base and placing topsoil throughout various locations on project.

5/24/24: Capital began forming bridge rails for the East Mankins Branch Bridge. Capital formed the concrete rails along the West Mankins Branch Bridge and continued forming and pouring headwalls and wingwalls for various box culverts.

5/31/24: Capital continued pouring concrete riprap, slipping curb and gutter throughout the project.

Design Engineer: Atkins
Contractor: Capital Excavation
Construction Observation:
Noe Cruz, HNTB

Williamson County
Road Bond Program

Corridor C / SH 29 Bypass
Project No. 23IFB67

Original Contract Price = $30,540,848.03

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/15/2023	8/22/2023	9/20/2023	9/30/2023				973		973

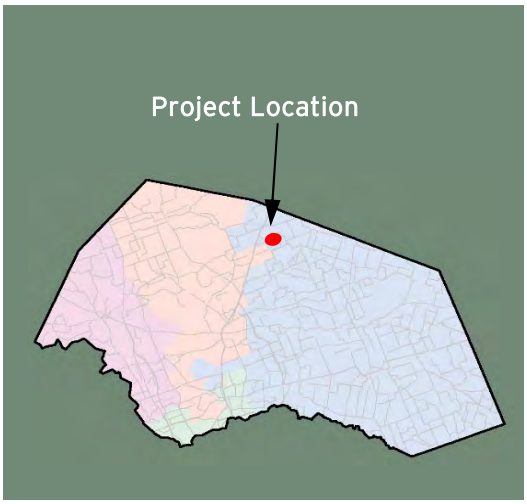
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/30/2023	9/30/2023	1	$1,397,211.48	$1,397,211.48	$155,245.72	$155,245.72	5	0
2	10/1/2023	10/31/2023	31	$1,541,032.92	$2,938,244.40	$171,225.88	$326,471.60	11	3
3	11/1/2023	11/30/2023	30	$1,838,538.26	$4,776,782.66	$204,282.03	$530,753.63	17	6
4	12/1/2023	12/31/2023	31	$2,431,249.16	$7,208,031.82	$270,138.79	$800,892.42	26	10
5	1/1/2024	1/31/2024	31	$1,078,672.93	$8,286,704.75	$119,852.55	$920,744.97	30	13
6	2/1/2024	2/29/2024	29	$2,770,832.24	$11,057,536.99	$307,870.25	$1,228,615.22	40	16
7	3/1/2024	3/31/2024	31	$1,644,580.73	$12,702,117.72	$182,731.19	$1,411,346.41	46	19
8	4/1/2024	4/30/2024	30	$3,003,806.67	$15,705,924.39	$333,756.30	$1,745,102.71	57	22

5/31/2024 Comments - Capital Excavation continued to perform bridge rail work at the West and East Mankins Branch Bridge. The Contractor continued forming and pouring headwalls and wingwalls for box culverts and placing top soil throughout the project. Capital continued pouring concrete riprap and slipping curb and gutter throughout the project.

Change Order Number	Approved	Cost This CO	Total COs
01	5/2/2024	$ 6,201.00	$ 6,201.00

2. Differing Site Conditions (Unforeseeable) 2J. Other: This Change Order compensates the contractor for installing and removing a temporary 2-strand electric fence to maintain cattle while the Jonah water line is installed across private property.

Adjusted Price = $30,547,049.03



CR 332 Realignment
(South of FM 487 to North of CR 313)

Project Length: 0.407 Miles
Roadway Classification: Minor Collector

Project Schedule: February 2024 - Fall 2024
Estimated Construction Cost: $2.6 Million

MAY 2024 IN REVIEW

5/3/24: Chasco continued roadway excavation and material haul off throughout the project.

5/10/24: Chasco continued roadway excavation and material haul off throughout the project. Chasco installed temporary drainage structures.

5/17/24: Chasco continued roadway excavation and material haul off throughout the project. Chasco placed flexible base for various driveways.

5/24/24: Chasco began hauling in and processing first lift of flexible base for the proposed roadway.

5/31/24: Chasco continued hauling in and processing the final lift of flexible base for the proposed roadway.

Design Engineer: Seiler Lankes Group
Contractor: Chasco Constructors
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

CR 332 Realignment
Project No. 24IFB14

Original Contract Price = $2,545,345.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/5/2023	12/12/2023	2/5/2024	2/15/2024				240		240

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/5/2024	2/29/2024	15	$535,916.70	$535,916.70	$59,546.30	$59,546.30	23	6
2	3/1/2024	3/31/2024	31	$565,245.45	$1,101,162.15	$62,805.05	$122,351.35	48	19
3	4/1/2024	4/30/2024	30	$108,512.78	$1,209,674.93	$12,056.98	$134,408.33	52	32

5/31/2024 Comments - Chasco continued channel excavation, completed lime treatment of the existing subgrade, and started placing flexible base. The Contractor placed topsoil throughout the project.

Change Order Number	Approved	Cost This CO	Total COs
01	4/24/2024	$ 17,175.00	$ 17,175.00

4. Third Party Accommodation 4B: Third party requested work: While performing the pre-shutdown for the Sonterra water line it was determined that Sonterra had a valve that would not close. Sonterra requested that the contractor replace the damaged valve as well as relocate an existing air release that was in conflict with the new tie-in.

Adjusted Price = $2,562,520.00

CR 138 Right Turn Lane at SH 130
Project No. 24IFB19

Original Contract Price = $1,748,938.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
12/19/2023	1/9/2024	2/12/2024	2/22/2024			120		120

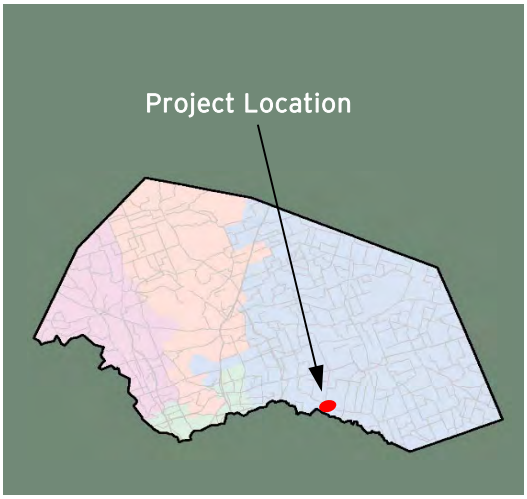
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/20/2024	2/29/2024	10	$167,340.78	$167,340.78	$18,593.42	$18,593.42	10	8
2	3/1/2024	3/31/2024	31	$331,151.09	$498,491.87	$36,794.57	$55,387.99	31	34
3	4/1/2024	4/30/2024	30	$744,553.73	$1,243,045.60	$82,728.19	$138,116.18	78	59

5/31/2024 Comments - Smith worked on punch list items. ESSI installed permanent signs and delineators.

Change Order Number	Approved	Cost This CO	Total COs
01	5/7/2024	$ 29,920.92	$ 29,920.92

3F. Additional work desired by the County. This Change Order compensates the Contractor for the installation of additional signs to the project to increase the safety along the roadway as well as addressing the roadway name change. This Change Order also adds a pedestrian handrail to increase the safety along a section of the shared use path, and adds a line item for law enforcement presence during nighttime lane closure operations at the intersection of CR 138 and SH 130.

Adjusted Price = $1,778,859.67



CR 129
(South of Brushy Creek to North of Williamson County Line)

Project Length: 0.468 Miles
Roadway Classification: Rural Highway

Project Schedule: March 2024 - Late 2024
Estimated Construction Cost: $2.4 Million

MAY 2024 IN REVIEW

5/3/24: Chasco Constructors continued excavating for the northbound lanes throughout the project.

5/10/24: Chasco continued excavating for the roadway in the middle section of the project. The old roadway surface was removed and the contractor began cutting down the hill in the middle of the project.

5/17/24: Chasco continued excavating for the roadway throughout the project.

5/24/24: Chasco continued excavating for the roadway throughout the project.

5/31/24: Chasco continued excavating for the roadway throughout the project. Chasco began placing concrete pipe for various culverts and driveways. Subcontractor Tomeck began placing the footings for retaining walls 1 and 2.

Design Engineer: Garver
Contractor: Chasco Constructors
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

County Road 129
Project No. 24IFB23

Original Contract Price = $2,463,313.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
1/17/2024	1/30/2024	2/21/2024	3/4/2024				215		215

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	3/4/2024	3/31/2024	28	$81,166.50	$81,166.50	$9,018.50	$9,018.50	4	13
2	4/1/2024	4/30/2024	30	$310,646.25	$391,812.75	$34,516.25	$43,534.75	18	27

5/31/2024 Comments - Chasco continued excavating for the new roadway throughout the project. The contractor placed the concrete footing and started stacking Redi-Rock block at retaining wall #1.

Adjusted Price = $2,463,313.00

Commissioners Court - Regular Session **42.**

Meeting Date: 06/18/2024

Kauffman Loop Extensions and Intersection Agreement and Memo – Pct 2

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Traffic Control Improvements Agreement and Memorandum with K29 1941 Investments, LP, and Highway 29 Commercial, LLC.

Background

Funding Source: Road Bonds P664

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Memorandum

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 11:35 AM
Form Started By: Adam Boatright		Started On: 06/06/2024 11:48 AM
Final Approval Date: 06/13/2024		

TRAFFIC CONTROL IMPROVEMENTS AGREEMENT

This Traffic Control Improvements Agreement (the "*Agreement*") dated effective as of the _____ day of _____, 2024 (the "*Effective Date*") is executed by and between K29 1941 Investments, LP, a Texas limited partnership (hereinafter, "*K29*"), Highway 29 Commercial, LLC, a Maryland limited liability company (hereinafter, "*Highway 29*"), and Williamson County, Texas, a political subdivision organized and existing under the laws of the State of Texas (hereinafter, "*County*"). K29, Highway 29, and the County are sometimes collectively called "Parties" or individually a "Party."

RECITALS:

A. K29 is the owner of that certain tract of land more particularly described on **Exhibit "A"** attached hereto (the "*K29 Land*").

B. Highway 29 is the owner of that certain property more particularly described on **Exhibit "B"** attached hereto (the "*Highway 29 Land"*).

C. The K29 Land is located adjacent and contiguous to Texas State Highway 29 ("*TXSH 29*") to the north and west of Ronald Reagan Boulevard. The Highway 29 Land is adjacent and contiguous to TXSH 29 to the south and likewise is west of Ronald Reagan Boulevard.

D. K29, having received plan approval from the County, has constructed that portion of Kauffman Loop across the K29 Land that will connect the K29 Land to TXSH 29 (the "*K29 Kauffman Loop Extension*").

E. Highway 29 will submit its plans to the County for that portion of Kaufman Loop across the Highway 29 Land to connect Highway 29's Land to TXSH 29 (the "*Highway 29 Kauffman Loop Extension*") and, following approval of its plans by the County, will construct the Highway 29's Kauffman Loop Extension.

F. The K29 Kauffman Loop Extension and the Highway 29 Kauffman Loop Extension are hereinafter collectively referred to as the "*Extensions*". The Extensions, when complete, will intersect TXSH 29 approximately opposite each other, creating a new intersection (the "*Intersection*"). A preliminary concept layout of the Extensions and the Intersection is attached as **Exhibit "C"** hereto. All design and construction costs of the K29 Kauffman Loop Extension shall be borne by K29 and all of design and construction costs of the Highway 29 Kauffman Loop Extension shall be borne by Highway 29.

G. K29 and Highway 29 acknowledge that installation of a traffic signaling device and other necessary and associated improvements (the "*Traffic Control Improvements*") at the Intersection may be required by the Texas Department of Transportation (hereinafter, "*TXDOT*"). The date that the Parties receive notice that TXDOT does in fact require installation of the Traffic Control Improvements is referred to herein as the "*TXDOT Notice Date*".

H. K29 and Highway 29 enter into this Agreement to (i) acknowledge that TXDOT shall approve the design, permitting and construction of the Traffic Control Improvements, and (ii) confirm their respective responsibilities regarding construction of the Traffic Control Improvements and payment of costs of design, permitting, and construction associated therewith.

I. The County enters into this Agreement to acknowledge and agree to its participation in the payment of costs of design, permitting, and construction of the Traffic Control Improvements.

AGREEMENTS:

Now, therefore, for and in consideration of the premises and the mutual promises and covenants of this Agreement, the receipt and sufficiency of which are acknowledged by all Parties, the Parties agree as follows:

ARTICLE I
Design and Construction

1.1 Development of Traffic Control Improvements.

a. Developing Party. K29 (the "*Developing Party*") will cause the Traffic Control Improvements to be designed, constructed and installed in accordance with this Agreement. K29 will use reasonable efforts to ensure that such construction shall be performed in a diligent and good and workmanlike manner and will be constructed in all material respects in accordance with the Plans and Specifications (hereinafter defined) and all applicable governmental rules and regulations, including, without limitation, those necessary for acceptance of the Traffic Control Improvements, as applicable, for operation and maintenance by TXDOT. K29 or its designee will be the project manager in charge of all aspects of design, construction and installation of the Traffic Control Improvements, provided that K29 shall engage an inspector approved by TXDOT to observe construction.

b. Approval of Plans and Specifications. Within ninety (90) days after the TXDOT Notice Date, K29 shall cause plans and specifications for the Traffic Control Improvements required by TXDOT (the "*Plans and Specifications*") to be prepared by an engineering firm (the "*Engineer*") approved by TXDOT and submit the Plans and Specifications to TXDOT for review and approval. K29 shall simultaneously submit a copy of the Plans and Specifications to Highway 29 for its information only. K29, the Engineer, and the contractor selected to install the Traffic Control Improvements (the "*Contractor*") will be responsible for securing all permits and otherwise complying with the conditions of the TXDOT approval.

c. Estimate of Costs. Following TXDOT's approval of the Plans and Specifications, K29 shall provide to Highway 29 an itemization of the design and permitting costs incurred by K29 to date for the Traffic Control Improvements, along with reasonable supporting documentation, and an estimate of the construction costs to be incurred by K29 for the Traffic Control Improvements, based on bids obtained by and approved by K29 (the "*Estimated Project Costs*"). Copies of the Estimated Project Costs

shall be shared with Highway 29 for its commercially reasonable approval, such approval not to be unreasonably withheld, conditioned, or delayed. If Highway 29 fails to provide written notice of its disapproval of the Estimated Project Costs within ten (10) days after its receipt of the Estimated Project Costs, the Estimated Project Costs shall be deemed approved by Highway 29.

d. Construction Contract. K29 and Contractor shall enter into a construction contract (the "*Construction Contract*") for (among other things) construction of the Traffic Control Improvements. K29 shall cause the Contractor to construct the Traffic Control Improvements in accordance with the approved Plans and Specifications and approved cost estimate and construct and substantially complete the Traffic Control Improvements within eighteen (18) months after the TXDOT Notice Date, subject to Force Majeure. The Traffic Control Improvements will be deemed complete at such time as the traffic signal is operational and has been accepted for operation and maintenance by TXDOT (the "*Completion of the Traffic Control Improvements*"). Construction costs incurred for the Traffic Control Improvements are referred to as the "*Construction Costs*." The actual design, permitting, and Construction Costs are sometimes referred to herein collectively as the "*Project Costs*."

e. Project Costs. K29 will be the initial responsible party for payment of all Project Costs and shall be responsible for posting any fiscal surety required in connection therewith. The County will participate in the payment of the Project Costs in an amount equal to the lesser of (x) the total Project Costs as evidenced by copy of the final pay application from Contractor or (y) Two Hundred Thousand and 00/100 Dollars ($200,000.00) (the "*County Contribution*"). The County will pay the County Contribution to K29 (or to Highway 29, in the event of Highway 29's takeover of the work as provided in Section 1.2 below) on the date of Completion of the Traffic Control Improvements and acceptance of same by the County and/or TXDOT. The balance of the Project Costs, after subtracting the County Contribution (the "*Remaining Costs*"), will be split between K29 and Highway 29, with K29 being responsible for eighty-five percent (85%) of the Remaining Costs (the "*K29 Share*") and Highway 29 being responsible for fifteen percent (15%) of the Remaining Costs (the "*Highway 29's Share*"). Within thirty (30) days following approval of the Estimated Project Costs, K29 and Highway 29 will enter into an escrow agreement (the "*Escrow Agreement*") with Independence Title Company, Attn: Gay Heavlin (the "*Escrow Agent*") for purposes of establishing an escrow account (the "*Escrow Account*") into which Highway 29 will deposit fifteen percent (15%) of the Estimated Project Costs (the "*Highway 29 Deposit*").

The Escrow Agreement will provide that, upon Completion of the Traffic Control Improvements and acceptance of same by the County and/or TXDOT, K29 shall submit to Highway 29 and the Escrow Agent a request for disbursement of the Highway 29 Deposit based on the actual Project Costs that have been incurred and paid by K29 (the "*Payment Request*"). The Payment Request shall be accompanied by reasonable supporting documentation evidencing that such Project Costs have been paid by K29 and shall be subject to the reasonable approval of Highway 29, such approval not to be unreasonably withheld, conditioned, or delayed. If Highway 29 fails to provide written notice of its disapproval of the Payment Request within ten (10) days after its receipt of the Payment

Request, the Payment Request shall be deemed approved by Highway 29. Following the Highway 29 approval of the Payment Request, the Escrow Agent shall:

(i) release the entire Highway 29 Deposit to K29 if the Highway 29 Deposit is equal to Highway 29's Share;

(ii) release the equivalent of Highway 29's Share from the Highway 29 Deposit to K29 and refund any excess to Highway 29 if the Highway 29 Deposit is *greater than* Highway 29's Share; or

(iii) release the entire Highway 29 Deposit to K29 if the Highway 29 Deposit is *less than* Highway 29's Share, and Highway 29 shall simultaneously pay to K29 any Highway 29 Share due over and above the Highway 29 Deposit.

1.2 **Takeover Right.** If Completion of the Traffic Control Improvements has not occurred within twenty-four (24) months after the TXDOT Notice Date, irrespective of Force Majeure, then after sixty (60) days' written notice from Highway 29 to K29 with opportunity to cure (in lieu of any notice and cure period under Section 2.1 hereof), Highway 29 shall have the right to take over construction of the Traffic Control Improvements, using the Contractor or a TXDOT approved replacement contractor and replace K29 as the Developing Party. In such event, within ten (10) days after request by Highway 29, K29 shall (i) assign all of its right, title and interest in and to the Plans and Specifications, permits, approvals, warranties, bonds, contracts and agreements for the Traffic Control Improvements to Highway 29 and (ii) deposit with the Escrow Agent eighty-five percent (85%) of all remaining Project Costs (the "*K29 Deposit*").

The Escrow Agreement will provide that, upon Highway 29's Completion of the Traffic Control Improvements under this Section 1.2 hereof and acceptance of same by the County and/or TXDOT, Highway 29 shall submit to K29 and the Escrow Agent a request for disbursement of the Highway 29 Deposit and K29 Deposit based on the actual Project Costs that have been incurred and paid by Highway 29 (the "*Takeover Payment Request*"). The Takeover Payment Request shall be accompanied by reasonable supporting documentation evidencing that such Project Costs have been paid by Highway 29 and shall be subject to the reasonable approval of K29, such approval not to be unreasonably withheld, conditioned, or delayed. If K29 fails to provide written notice of its disapproval of the Takeover Payment Request within ten (10) days after its receipt of the Takeover Payment Request, the Takeover Payment Request shall be deemed approved by K29. Following K29 approval of the Takeover Payment Request, the Escrow Agent shall:

(i) release the entire Highway 29 Deposit to Highway 29;

(ii) release the entire K29 Deposit to Highway 29 if the K29 Deposit is equal to the K29 Share;

(iii) release the equivalent of the K29 Share from the K29 Deposit to Highway 29 and refund any excess to K29 if the K29 Deposit is *greater than* the K29 Share; or

(iv) release the entire K29 Deposit to Highway 29 if the K29 Deposit is *less than* the K29 Share, and K29 shall simultaneously pay to Highway 29 any K29 Share due over and above the K29 Deposit.

1.3 **Force Majeure.** The term "Force Majeure," as used herein, means an act of God; fire; earthquake; flood; explosion; action of the elements; terrorism; war; riot, mob violence; inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market; pandemic' failure of transportation; lawful strike, lockout or action of labor unions; condemnation; court order; law or order of governmental or military authorities; or any other cause, whether similar or dissimilar to the foregoing, that actually causes a delay in the performance of an obligation herein, and is not within the control of the Party claiming the Force Majeure. In no event shall the obligation to pay money be subject to delay by reason of a claim of "Force Majeure." Each Party shall use reasonable diligence to avoid any Force Majeure event and shall resume performance as promptly as possible after the occurrence of a Force Majeure event.

ARTICLE II
General

2.1 **Remedies.** In the case of a default, the defaulting Party shall have ten (10) days to cure such default after a non-defaulting Party has provided the defaulting Party with written notice of such default ("*Notified Default*"); provided, however, if a non-monetary default cannot reasonably be cured within ten (10) days, then, so long as the defaulting Party commences to cure such Notified Default within such initial ten (10) day period and thereafter diligently prosecutes such cure to completion such ten (10) day period will be extended for such period of time as reasonably necessary to cure such default, provided that such cure period shall not exceed a total period of one hundred twenty (120) days for non-monetary defaults. If a Notified Default has occurred and the cure period, or any extensions thereof, have expired, then the non-defaulting Party shall have the right to: (i) enforce the specific performance by the defaulting Party of its obligations hereunder; and/or (ii) sue the defaulting Party for actual and direct (but not consequential, punitive, speculative or special) damages suffered by the non-defaulting Party as a result of such Notified Default. The rights and remedies of the Parties are cumulative and not exhaustive of any rights or remedies to which they would otherwise be entitled. Any funds advanced by the non-defaulting Party towards cure of the Notified Default of the defaulting Party (e.g., the posting or payment of funds required to be posted hereunder by the defaulting Party) shall bear interest and be owing by the defaulting Party to the non-defaulting Party on demand and with interest from the date the funds are advanced by the non-defaulting Party to the defaulting Party until repaid by the defaulting Party at a rate of 15% per annum.

2.2 **Attorneys' Fees.** Any Party to this Agreement who is the prevailing Party in any legal proceeding against any other Party brought under or with relation to this Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing Party.

2.3 **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given (a) when actually received by that party, or (b) one (1) business day after deposit with nationally recognized overnight

courier, or (c) three (3) days after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party in question at the address indicated hereinbelow, or to a different address as previously given in a notice to the other parties in accordance with the terms hereof:

If to K29:	K29 1941 Investments, LP Attn: Ed Horne 175 Elizabeth Park Blvd. Liberty Hill, Texas 78642
with a copy to:	Armbrust & Brown, PLLC Attn: Daniel Myrick 100 Congress Avenue, Suite 1300 Austin, Texas 78701
If to Highway 29:	Highway 29 Commercial, LLC c/o St. John Properties, Inc. Attn: Brooke Harlander, Regional Partner 3800 North Lamar Blvd., Ste. 200 Austin, Texas 78756
with a copy to:	Highway 29 Commercial, LLC c/o Highway 29 Properties, Inc. Attn: Michelle Van Newkirk 2560 Lord Baltimore Drive Baltimore, Maryland 21244
If to County:	Williamson County Road & Bridge Attn: Adam Boatright, PE 3151 SE Inner Loop Georgetown, Texas 78626

A Party may change its address for notices by notifying the other Party hereunder of such change by ten (10) days advance written notice in accordance with this Section.

2.4 **Further Assurances.** Each Party will, promptly upon the reasonable request of another Party, correct any defect, error or omission which may be discovered in the contents of this Agreement; execute, acknowledge, deliver, procure and record and/or file such further documents (including, without limitation, plats, permit requests, easements, dedications, ratifications, releases, affidavits and certifications) and do such further acts as may be reasonably necessary, desirable or proper to carry out more effectively the purposes of this Agreement, to more fully identify any subject to this Agreement, property and interests intended to be covered; and provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts as may be reasonably necessary, desirable or proper in the reasonable determination of the requesting Party to enable the requesting Party to comply with the requirements or requests of any agency having jurisdiction over the Traffic Control Improvements, or any

portion thereof, provided that neither Party shall be obligated to execute any document or perform any act that may increase the liability of such Party or the obligations of such Party under this Agreement.

2.5 **Entire Agreement.** This Agreement contains the entire agreement of the Parties hereto with respect to the subject matter hereof, and this Agreement can be amended only by written agreement signed by all of the parties hereto.

2.6 **Law Governing.** This Agreement shall be deemed to be a contract under the laws of the State of Texas which is performable in Williamson County, Texas, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

2.7 **Assignment; Binding Effect.** This Agreement and all of its terms and provisions shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. The rights and obligations of K29 hereunder shall run with the K29 Land and the rights and obligations of Highway 29 hereunder shall run with the Highway 29's Land.

2.8 **Invalid Provisions.** 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 of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained.

2.9 **Amendments.** This Agreement may be amended or otherwise modified from time to time, but only by a writing signed and acknowledged by all of the Parties.

2.10 **Exhibits.** Each reference to an exhibit refers to the applicable exhibit that is attached to this Agreement, which exhibit may be amended by the Parties from time to time in accordance with the provisions of this Agreement. All such exhibits constitute a part of this Agreement.

2.11 **Waivers.** A waiver by a Party of any provision of this Agreement or of any default by any Party must be in writing and no such waiver shall be implied from any omission by a Party to take any action in respect of such default if such default continues or is repeated. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any term, provision, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision, covenant or condition contained in this Agreement. The consent or approval by a Party to or of any act or request by another Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. No failure by a Party to insist upon or to enforce any provision of this Agreement, shall constitute or be interpreted as a waiver thereof and no provision of this Agreement shall be interpreted as waived, modified or amended by the acts or conduct of the Parties except as specifically expressed to be such in writing.

2.12 **No Partnership.** Neither anything in this Agreement nor any acts of the Parties shall be construed or deemed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture.

2.13 **Counterparts.** To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all Parties hereto be contained on any one counterpart hereof. A facsimile transmission or electronic signature (i.e. DocuSign) shall be deemed to be an original signature.

2.14 **Memorandum**. No Party may record this Agreement. Upon request by any Party, however, the Parties shall execute, deliver and record a memorandum of this Agreement in the form attached hereto as **Exhibit "D"** in the Real Property Records of Williamson County, Texas. Upon Completion of the Traffic Control Improvements and payment of all sums due hereunder, the Parties shall execute, deliver and record a termination and release of such memorandum.

2.15 **Estoppel**. Each Party shall, on not less than twenty-one (21) days' prior written request, execute, acknowledge and deliver to the Party making such request a certification in writing stating whether or not, to its knowledge, a particular Party is in default under the provisions of this Agreement, together with such other relevant information concerning this Agreement as may be reasonably requested (such as whether the TXDOT Notice Date has yet occurred)

2.16 **Interested Parties**. K29 and Highway 29 (hereinafter collectively, the "*Contractor*") acknowledges that Texas Government Code Section 2252.908 (as amended, "*Section 2252.908*") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the County. Contractor confirms that it has reviewed Section 2252.908 and if required to do so the Contractor will 1) complete FORM 1295, using the unique County-assigned identification number specified on page 1 of this Agreement, and electronically file it with the Texas Ethics Commission ("*TEC*"); and 2) submit to the County the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the County at the same time the Contractor executes and submits this Agreement to the County. Form 1295 is available at the TEC's website: https:/www.ethics.state.tx.us/filinginfo/1295/. This Agreement is not effective until the requirements listed above are satisfied and any award of this Agreement by the County is expressly made contingent upon the Engineer's compliance with such requirements. **The signed Form 1295 may be submitted to the County in electronic format**. **A separate Form 1295 will be required for any amendments to this Agreement.**

2.17 **Conflicts of Interest**. Contractor acknowledges that Texas Local Government Code Chapter 176 (as amended, "*Chapter 176*") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the County. Contractor confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return FORM CIQ promulgated by the TEC, which is available on the TEC website at https://www.ethics.state.tx.us/forms/conflict/, within seven days of the date of submitting this Agreement to the County or within seven

days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

2.18 **Verification Under Ch. 2271, Texas Government Code**. If required under Chapter 2271 of the Texas Government Code (as amended, "*Chapter 2271*"), Contractor represents and warrants that at the time of the execution and delivery of the Agreement, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, boycott Israel or will boycott Israel during the term of the Agreement, or are companies that are identified on a list prepared and maintained by the Comptroller of Public Accounts (the "*Comptroller*") described in Subchapter B of Chapter 808 of the Texas Government Code and posted on the Comptroller's internet website at:

https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor.

2.19 Verification Under Subchapter F, Chapter 2252, Texas Government Code. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, "*Subchapter F*"), Contractor represents and warrants that, neither Contractor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, are companies identified on a list prepared and maintained by the Comptroller described in Subchapter F and posted on the Comptroller's internet website at:

https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organizational. Contractor understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor.

2.20 **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries**. If required under Chapter 2274, Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of

Contractor that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity," "firearm entity," and "firearm trade association" have the meanings ascribed to them in Section 2274.001 of the Texas Government Code.

2.21 **Verification Under Chapter 2276, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies**. If required under Chapter 2276 of the Texas Government Code (as amended, "*Chapter 2276*"), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract, or are companies that are identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "*Comptroller*") described in Subchapter B of Chapter 809 of the Texas Government Code and posted on the Comptroller's internet website at

https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing verification is made solely to comply with Chapter 2276. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

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

2.23 **County's Right to Audit.** Developing Party agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Developing Party which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Developing Party

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

Exhibits:

A - K29 Land
B - Highway 29's Land
C - Concept Layout of Intersection
D - Memorandum of Agreement

[SIGNATURE PAGE FOLLOWS]

EXECUTED by the Parties to be effective as of the date first above written.

K29 1941 INVESTMENTS, LP, a Texas limited partnership

By: K29 GP, LLC, a Texas limited liability company, its General Partner

By: MREM Texas Manager, LLC, a Delaware limited liability company, its Manager

By:_____
James Edward Horne, Vice President

HIGHWAY 29 COMMERCIAL, LLC, a Maryland limited liability company

By:_____
Name: _____
Title: _____

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

K29 LIENHOLDER CONSENT:

INTERNATIONAL BANK OF COMMERCE,
a Texas banking association

By:_____
Printed Name:_____
Title:_____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the _____ day of _____, 2024, by _____, _____ of International Bank of Commerce, a Texas banking association, on behalf of said banking association.

(SEAL)

_____
Notary Public Signature

Exhibit "A"

K29 Land

136.852 ACRES
WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453
GREENLEAF FISK SURVEY, ABSTRACT NO. 5
NOAH SMITHWICK SURVEY, ABSTRACT NO. 590
WILLIAMSON COUNTY, TEXAS

FIELD NOTES

BEING ALL OF THAT CERTAIN 136.852 ACRE TRACT OF LAND, SITUATED IN THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, AND THE NOAH SMITHWICK SURVEY, ABSTRACT NUMBER 590, ALL IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 136.852 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO K29 1941 INVESTMENTS, LP. BY DEED RECORDED IN DOCUMENT 2021170466, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 136.852 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found at the southwest corner of said 136.852 acre tract of land, being at the southeast corner of Lot 1C, Replat of Lot 1, Braun Commercial, a subdivision recorded in Document Number 2015003274, Official Public Records of Williamson County, Texas, same being on the northeast right-of-way line of State Highway 29 (R.O.W. Varies), also being at the westernmost corner of a called 3.150 acre tract of land (Tract 1) conveyed to Williamson County by deed recorded in Document Number 2021026279, Official Public Records of Williamson County, Texas, for the **POINT OF COMMENCEMENT** of the herein described tract of land, and from which a 1/2 inch iron rod found with aluminum cap stamped "WILCO" bears S52°47'18"E, a distance of 3.49 feet,

THENCE, N15°30'52"E, with the common line of said Lot 1C, said 136.852 acre tract, and said 3.150 acre tract of land, a distance of 228.50 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for a southwest corner and the **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch iron rod found with aluminum cap stamped "WILCO" bears S58°44'41"E, a distance of 3.07 feet,

THENCE, N15°30'52"E, with the east line of said Lot 1C, the west line of said 136.852 acre tract of land, the east line of a 2.71 acre tract of land, being a portion of said Lot 1C, conveyed to Williamson County MUD 19 by deed recorded in Document Number 2022110266, Official Public Records, Williamson County, Texas, the east line of Santa Rita Ranch South, Section 13, a subdivision recorded in Document Number 2017112162, Official Public Records, Williamson County, Texas, and the east line of Santa Rita Ranch South, Section 14, a subdivision recorded in Document Number 2016080445, Official Public Records, Williamson County, Texas, a distance of 1705.28 feet to a capped 1/2 inch iron rod found stamped "RJ" for corner,

THENCE, N06°02'12"W, with the west line of said 136.852 acre tract, the east line of said Santa Rita Ranch South, Section 14, the east line of Santa Rita Ranch South, Section 15, a subdivision recorded in Document Number 2015065398, Official Public Records of Williamson County, Texas, and the east line of Santa Rita South Commercial, Replat of Braun Commercial Lot 1A, a subdivision recorded in Document Number 2019114872, Official Public Records of Williamson County, Texas, a distance of 2029.91 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the northernmost corner of said 136.852 acre tract, being at an east corner of Lot 1, Block A, said Santa Rita South Commercial, Replat of Braun Commercial Lot 1A, same being at the beginning of a curve to the left in the southwest right-of-way line of Ronald Reagan Boulevard (R.O.W. Varies), for the northernmost corner of the herein described tract of land,

THENCE, with the common line of said Ronald Reagan Boulevard and said 136.852 acre tract of land, the following eleven (11) courses and distances, numbered 1 through 11,

1) Along said curve to the left, having a radius of 8100.00 feet, an arc length of 522.90 feet, and a chord that bears S37°33'59"E, a distance of 522.81 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears S75°14'57"W, a distance of 1.53 feet,

2) S39°23'49"E, a distance of 1743.71 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at the beginning of a curve to the right, and from which a 1/2 inch iron rod found bears N80°33'02"W, a distance of 0.67 feet,
3) Along said curve to the right, having a radius of 3400.00 feet, an arc length of 295.11 feet, and a chord that bears S36°54'38"E, a distance of 295.02 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears N82°21'40"W, a distance of 0.67 feet,
4) S55°34'34"W, a distance of 45.00 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner at the beginning of a curve to the right,
5) Along said curve to the right, having a radius of 3355.00 feet, an arc length of 1480.74 feet, and a chord that bears S21°46'48"E, a distance of 1468.75 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
6) S09°08'10"E, a distance of 262.34 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
7) S07°42'15"E, a distance of 200.06 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
8) S02°00'40"E, a distance of 403.12 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears S27°29'23"E, a distance of 0.56 feet,
9) S04°50'49"E, a distance of 41.21 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at a northeast corner of a called 7.923 acre tract of land (Tract 2) conveyed to Williamson County in Document Number 2021026279, Official Public Records of Williamson County, Texas, being at the beginning of a curve to the right, for a southeast corner of the herein described tract of land, from which a capped 1/2 inch iron rod found stamped "HAYNIE" on the common line of said Ronald Reagan Boulevard, said 136.852 acre tract of land, and said 7.923 acre tract of land bears S04°50'49"E, a distance of 159.35 feet,

THENCE, over and across said 136.852 acre tract, and with the north line of said 7.923 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the right, having a radius of 620.00 feet, an arc length of 654.67 feet, and a chord that bears S53°03'30"W, a distance of 624.67 feet to a 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the beginning of a curve to the right,
2) Along said curve to the right, having a radius of 2490.00 feet, an arc length of 236.13 feet, and a chord that bears N76°23'35"W, a distance of 236.04 feet to a 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the beginning of a curve to the right, and
3) Along said curve to the right, having a radius of 2255.00 feet, an arc length of 142.46 feet, and a chord that bears N72°06'47"W, a distance of 142.43 feet to a capped 1/2 inch iron rod set stamped "SETSTONE" in an interior line of said 136.852 acre tract, being in the north line of said 7.923 acre tract of land, same being at an east corner of a called 3.764 acre tract of land (Tract 3) conveyed to K29 1941 Investments, LP. by deed recorded in Document Number 2021170466, Official Public Records of Williamson County, Texas, for a south corner of the herein described tract of land,

THENCE, N36°40'06"E, with the common line of said 136.852 acre tract of land and said 3.764 acre tract of land, a distance of 125.79 feet to a 1/2 inch iron rod found at the easternmost corner of said 3.764 acre tract of land, for a southern interior corner of the herein described tract of land,

THENCE, N59°21'21"W, with the common line of said 136.852 acre tract of land and said 3.764 acre tract of land, passing the northernmost corner of said 3.764 acre tract of land, being at the easternmost corner of a called 5.00 acre tract of land conveyed to LB Woodlands LLC by deed recorded in Document Number 2021094661, Official Public Records, Williamson County, Texas, and continuing for a total distance of 1172.52 feet to a 1/2 inch iron rod found at the northernmost corner of said 5.00 acre tract of land, being at a southern interior corner of said 136.852 acre tract of land, for a southern interior corner of the herein described tract of land,

THENCE, S30°39'39"W, with the common line of said 136.852 acre tract and said 5.00 acre tract of land, a distance of 158.27 feet to 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the northeast corner of said 3.150 acre tract, being in the west line of said 5.00 acre tract, same being at an angle corner on the south line of said 136.852 acre tract of land, for a southern corner of the herein described tract of land,

THENCE, N58°44'41"W, with the common line of said 136.852 acre tract, and said 3.150 acre tract of land, a distance of 655.84 feet to the **POINT OF BEGINNING** and containing 136.852 acres of land, as shown on the attached sketch.

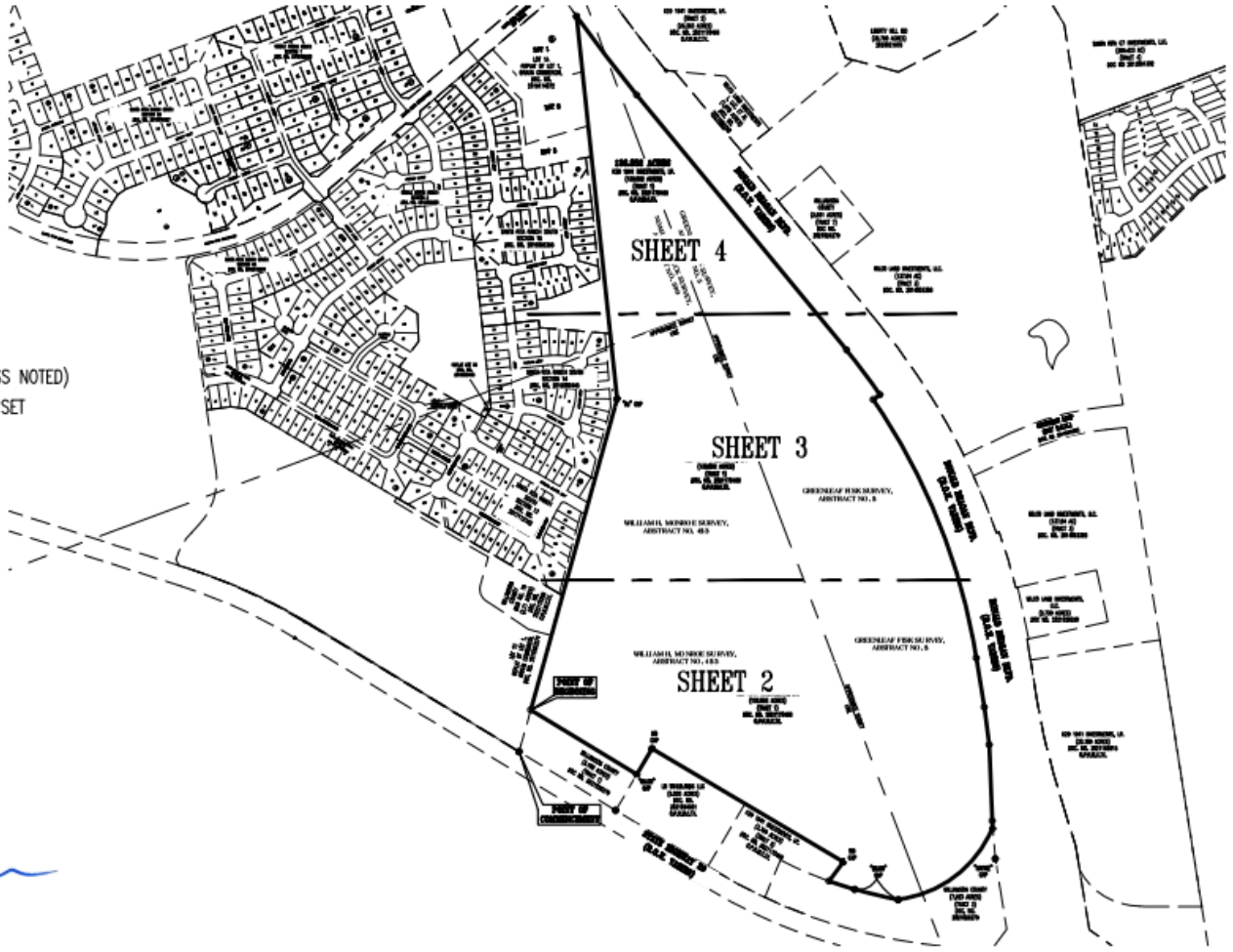
Surveyed by: _____ 9/1/2023

Aaron V. Thomason; R.P.L.S. NO. 6214
Carlson; Brigance and Doering; Inc.
Reg. # 10024900
5501 West William Cannon
Austin; TX 78749
Ph: 512-280-5160
Aaron@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

J: AC3D\5351\SURVEY\FIELD NOTES\FN – 136.852 ACRE – K29.doc

SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 800'

LEGEND

- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS NOTED)
- CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- CALCULATED POINT

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

9/1/2023

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

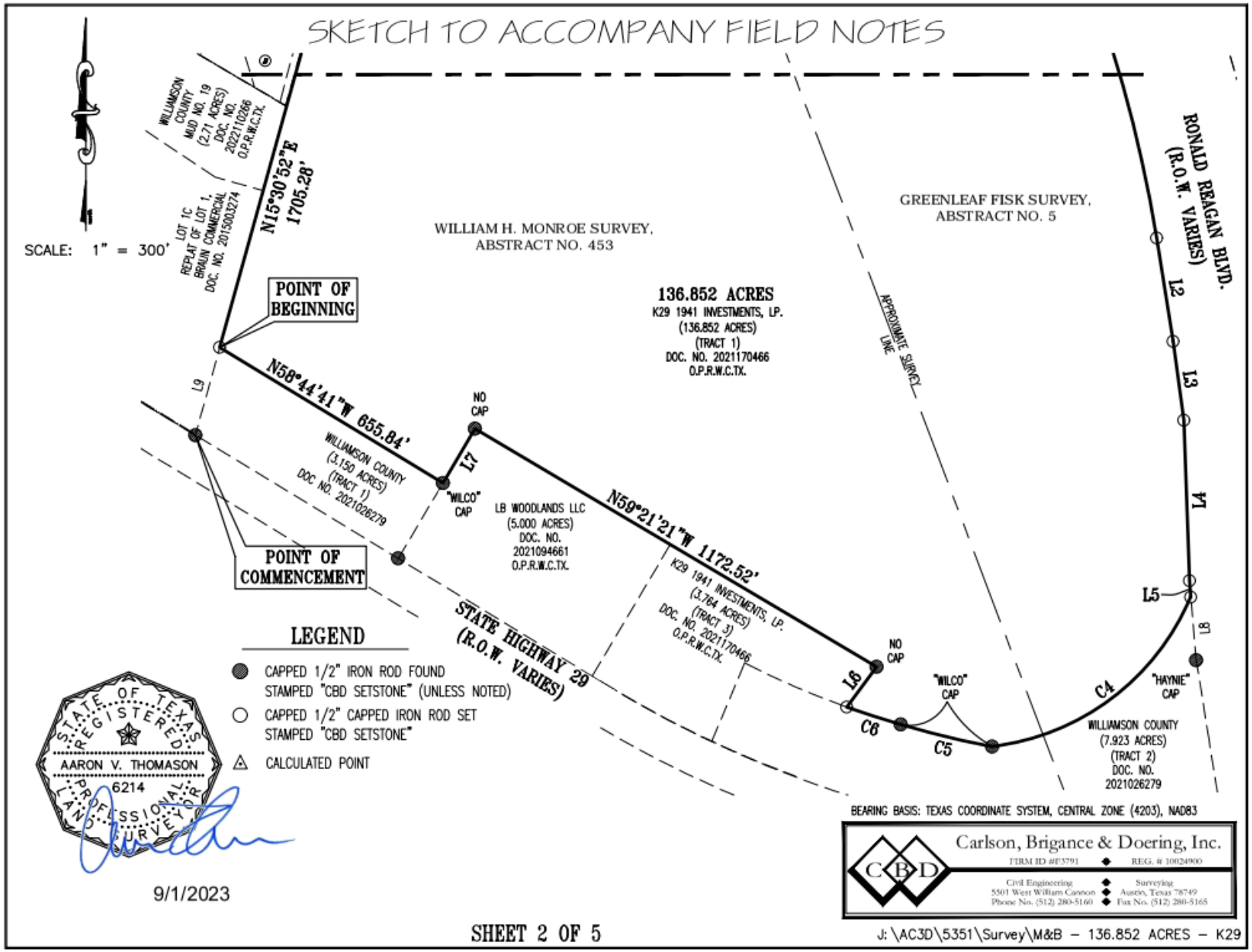
Carlson, Brigance & Doering, Inc.
TBPLS FIRM ID #10124900
REG. # 10024900
Civil Engineering
5501 West William Cannon
Phone No. (512) 280-5160
Surveying
Austin, Texas 78749
Fax No. (512) 280-5165

SHEET 1 OF 5

J:\AC3D\5351\Survey\M&B – 136.852 ACRES – K29

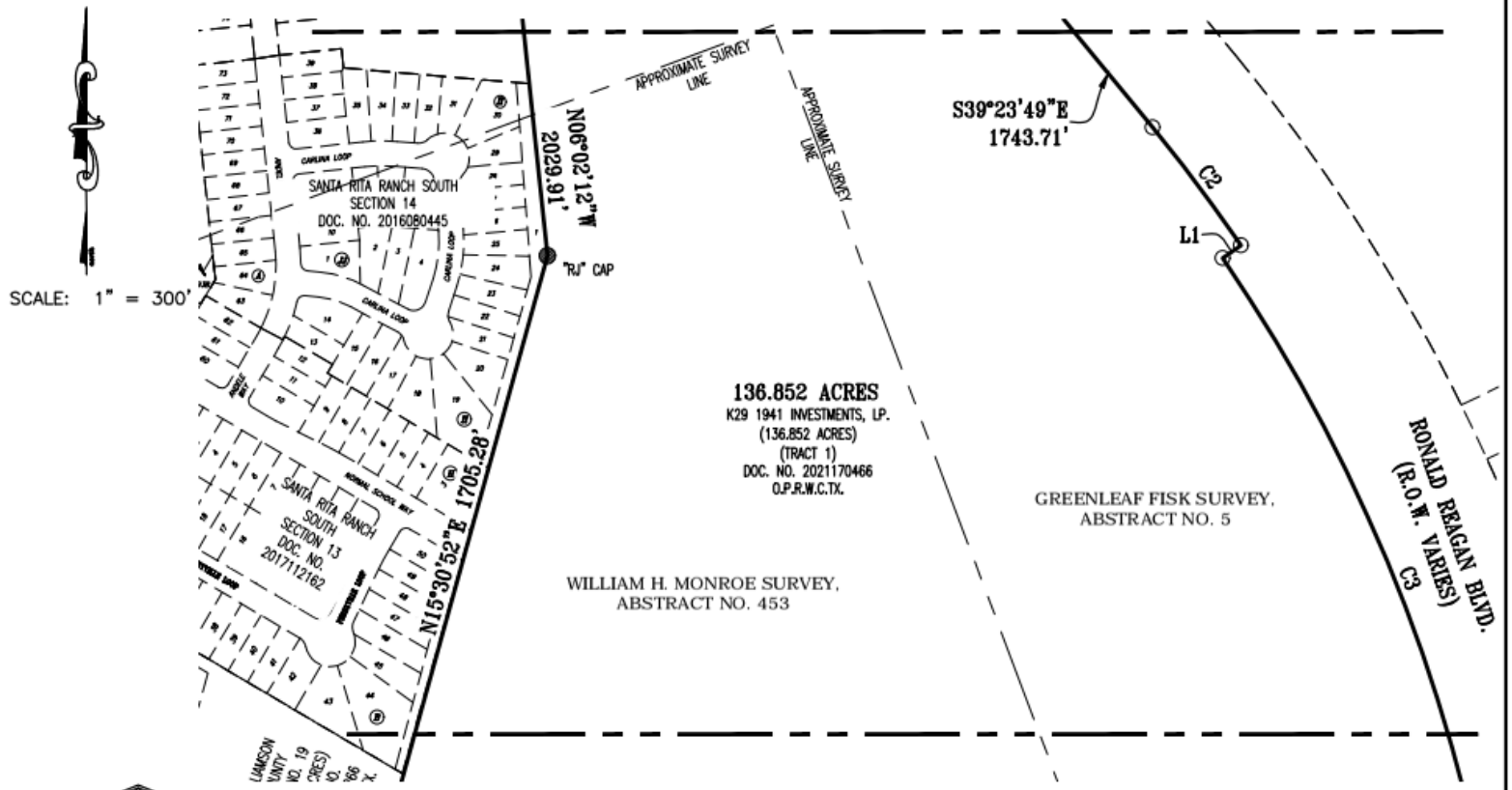
4880-7519-4817, v. 1

SKETCH TO ACCOMPANY FIELD NOTES



4880-7519-4817, v. 1

SKETCH TO ACCOMPANY FIELD NOTES



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

9/1/2023

LEGEND

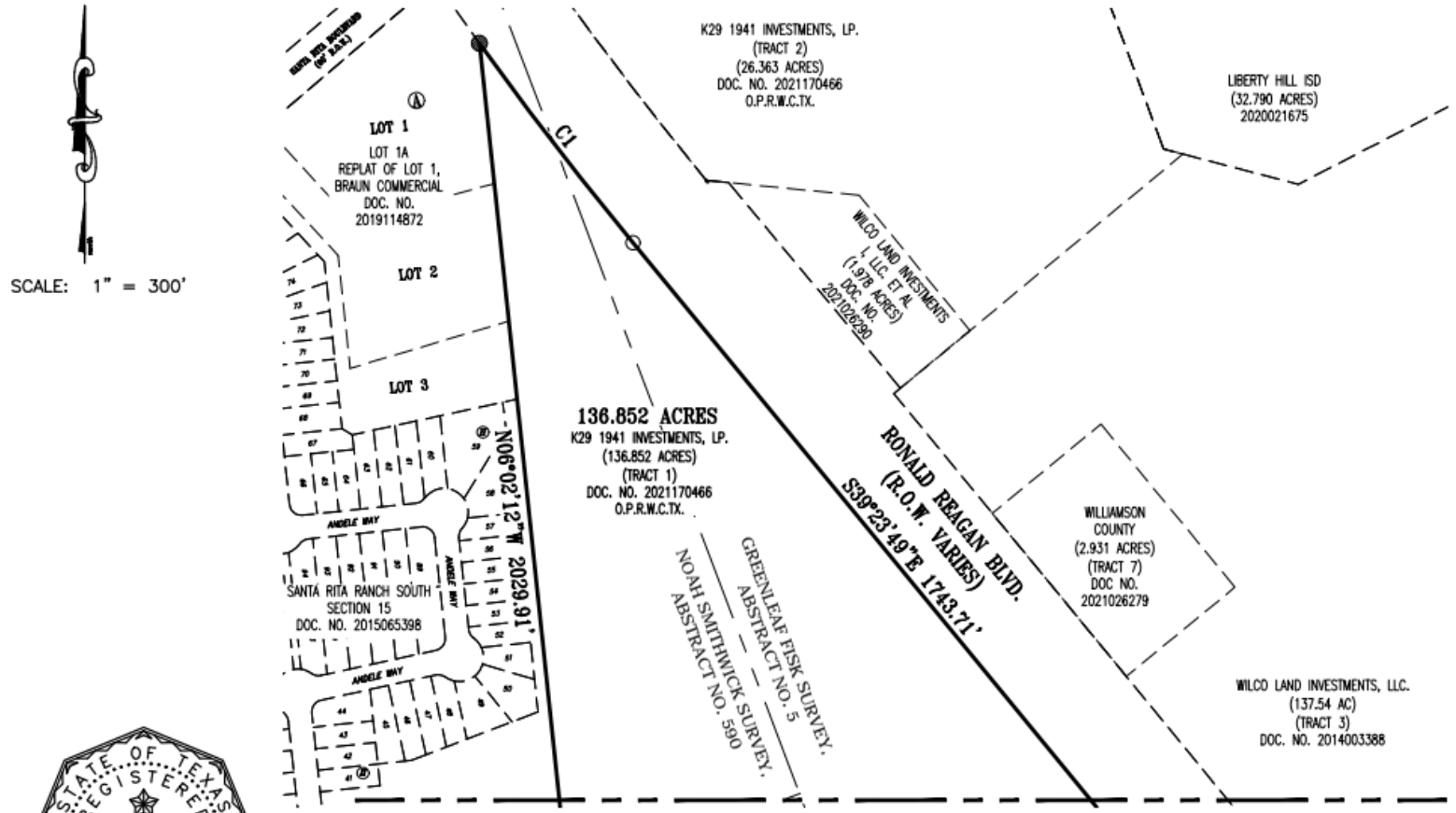
- ● CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS NOTED)
- ○ CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- △ CALCULATED POINT

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
FIRM ID #E3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5351\Survey\M&B – 136.852 ACRES – K29

SKETCH TO ACCOMPANY FIELD NOTES



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

9/1/2023

LEGEND

- ● CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS NOTED)
- ○ CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- △ CALCULATED POINT

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

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J:\AC3D\5351\Survey\M&B – 136.852 ACRES – K29

4880-7519-4817, v. 1

SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	45.00	S55°34'34"W
L2	262.34	S09°08'10"E
L3	200.06	S07°42'15"E
L4	403.12	S02°00'40"E
L5	41.21	S04°50'49"E
L6	125.79	N36°40'06"E
L7	158.27	S30°39'39"W
L8	159.35	S04°50'49"E
L9	228.50	N15°30'52"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	522.90	8100.00	S37°33'59"E	522.81	261.54	3°41'55"
C2	295.11	3400.00	S36°54'38"E	295.02	147.65	4°58'23"
C3	1480.74	3355.00	S21°46'48"E	1468.75	752.63	25°17'16"
C4	654.67	620.00	S53°03'30"W	624.67	361.57	60°29'58"
C5	236.13	2490.00	N76°23'35"W	236.04	118.15	5°26'00"
C6	142.46	2255.00	N72°06'47"W	142.43	71.25	3°37'11"

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

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

J:\AC3D\5351\Survey\M&B – 136.852 ACRES – K29

4880-7519-4817, v. 1

Exhibit "B"

Highway 29 Land

50.787 Acres (2,212,274 square feet) of land out of the William H. Monroe Survey, Abstract No. 453, being described as all of the remaining portions of those certain 52.35 Acre and 0.881 Acre tracts of land described in a deed to Zekelman Property Leander 53, LLC, dated August 24, 2021, recorded in Document No. 2021128467 of the Official Public Records of Williamson County, Texas, said 50.787 Acres being more particularly described as follows:

BEGINNING at the northwest corner of said 52.35 Acres, same being the northeast corner of a 10.97 Acre tract of land described in a deed to Global Investors Hwy29, LLC, dated March 10, 2021, and recorded in Document No. 2021035361 of the Official Public Records of Williamson County, Texas, same being a point in the southwesterly line of State Highway 29, a variable-width public right-of-way, said corner being marked by a found 1/2" iron rod;

THENCE S 58°43'28" E 996.25' with the northeast line of said 52.35 Acres and the southwest line of said Highway 29 to the beginning of a curve to the left, said corner being marked by a found 1/2" iron rod;

THENCE with the curving southwest line of said Highway 29, said curve having an **ARC LENGTH** of **430.45'**, a **RADIUS** of **2914.79'**, a **CHORD BEARING** of **S 63°01'13" E**, and a **CHORD LENGTH** of **430.06'**, at an arc length of 286.18' passing the northeast corner of said 52.35 Acres and the northwest corner of said 0.881 Acres, said corner being marked by a found 1/2" Iron Rod, and continuing 144.27' to the northeast corner of said 0.881 Acres, same being the northernmost northwest corner of the remaining portion of that certain 32.266 Acre tract of land described in a deed to Gateway 29 Real Estate, LLC, dated February 8, 2021, recorded in Document No. 2021019843 of the Official Public Records of Williamson County, Texas, same being the north corner of that certain 2.457 Acre tract of land described in a deed to Gateway 29 Real Estate LLC, dated July 12, 2023, recorded in Document No. 2023061605 of the Official Public Records of Williamson County, Texas for the northeast corner hereof, said corner being marked by a found 1/2" iron rod;

THENCE S 14°35'16" W 327.37' with the westerly line of said 2.457 Acres and an easterly line of said remaining portions of 52.35 Acres and 0.881 Acres, at 37.89' passing the southwesterly line of said remaining portion of 0.881 Acres and a northeasterly line of said 52.35 Acres, continuing to the southwest corner of said 2.457

Acres, for an interior corner hereof, said corner being marked by an iron rod found with plastic identifier cap stamped, "LJA SURVEYING";
THENCE S 75°24'05" E 653.99' with the southerly line of said 2.457 Acres and a northerly line of said remaining portions of 52.35 Acres and 0.881 Acres, at 589.91' passing a northeasterly line of said remaining portion of 52.35 Acres and the southwesterly line of said remaining portion of 0.881 Acres, continuing to a point in the southwesterly line of said remaining portion of 32.266 Acres for the southeast corner of said 2.457 Acres and a northeast corner hereof, said corner being marked by an iron rod found with plastic identifier cap stamped, "LJA SURVEYING";

THENCE S 48°48'42" E 495.18' with the northeast line of said 0.881 Acres and a southwest line of said 32.266 Acres to the southeast corner of said 0.881 Acres, for the southeast corner hereof, said corner being marked by an iron rod found with identifier cap stamped, "DIAMOND SURVEYING";

THENCE S 41°09'09" W 29.59' with the southeast line of said remaining portion of 0.881 Acres and a northwest line of said remaining portion of 32.266 Acres, to the southwest corner of said remaining portion of 0.881 Acres and the southeast corner of said remaining portion of 52.35 Acres, said corner being marked by an iron rod found with identifier cap stamped, "DIAMOND SURVEYING";

THENCE S 69°56'04" W 364.77' with a southeasterly line of said remaining portion of 52.35 Acres to a south corner of said tract, said corner being marked by a found 1/2" iron rod, and from which a 1-1/2" iron pipe found marking an interior corner of a 14.000 Acre tract described in a deed to Zekelman Property Leander 53, LLC, dated October 15, 2021, recorded under Document No. 2021159540 of the Official Public Records of Williamson County, Texas, bears N 28°03'01" W 0.76'

THENCE N 76°09'11" W 1939.61' with a southwest line of said remaining portion of 52.35 Acres, at 945.57' passing 0.24' to the left of a 1/2" iron rod found marking the northwest corner of said 14.000 Acres, same being the northeast corner of Kauffman Loop, a 100'-wide public right-of-way recorded in Document No. 2021128467 of the Official Public Records of Williamson County, Texas; at 1066.34' passing an iron rod with identifier cap stamped, "RPLS 2218", found marking the northwest corner of said Kauffman Loop; at 1823.95' passing a found 1/2" iron rod; and continuing to an interior corner of said remaining portion of 52.35 Acres, said corner being marked by a found 1/2" iron rod;

THENCE S 31°16'38" W 730.17' with a southeast line of said remaining portion of 52.35 Acres, at 270.08' passing a found 1/2" iron rod, and continuing to the southernmost southwest corner of said remaining portion of 52.35 Acres, same being a point in the northeast line of Lot 33, Block A of Bonnet Tract Subdivision, a subdivision located in the City of Leander, according to the map or plat thereof, recorded in Document No. 2020107539 of the Official Public Records of Williamson County, Texas, said corner being marked by a found 1/2" iron rod;

THENCE with a southwest line of said remaining portion of 52.35 Acres and the northeast line of said Bonnet Tract Subdivision, the following **TWO (2) COURSES AND DISTANCES**:

N 20°36'10" W 396.87' to a point in said common line between the remaining portion of 52.35 Acres and Bonnet Tract, said corner being marked by a found 1/2" iron rod;

N 20°11'30" W 303.24' to the westernmost southwest corner of said remaining portion of 52.35 Acres, same being the southeast corner of said 10.97 Acres, for the westerly-most southwest corner hereof, said corner being marked by a found 1/2" iron rod;

THENCE N 31°15'28" E 1370.14' with the northwest line of said remaining portion of 52.35 Acres and the southeast line of said 10.97 Acres to the **POINT OF BEGINNING** of the herein described tract of land, said tract containing **50.787 Acres (2,212,274 Square Feet)**, more or less. Bearings are relative to the State Plane Coordinate System, North American Datum of 1983(2011), Texas Central Zone (4203). Distances and areas reflect the application of a combined scale factor of 1.00012 and thus represent surface measurements.

Exhibit “C”

Concept Layout of the Intersection

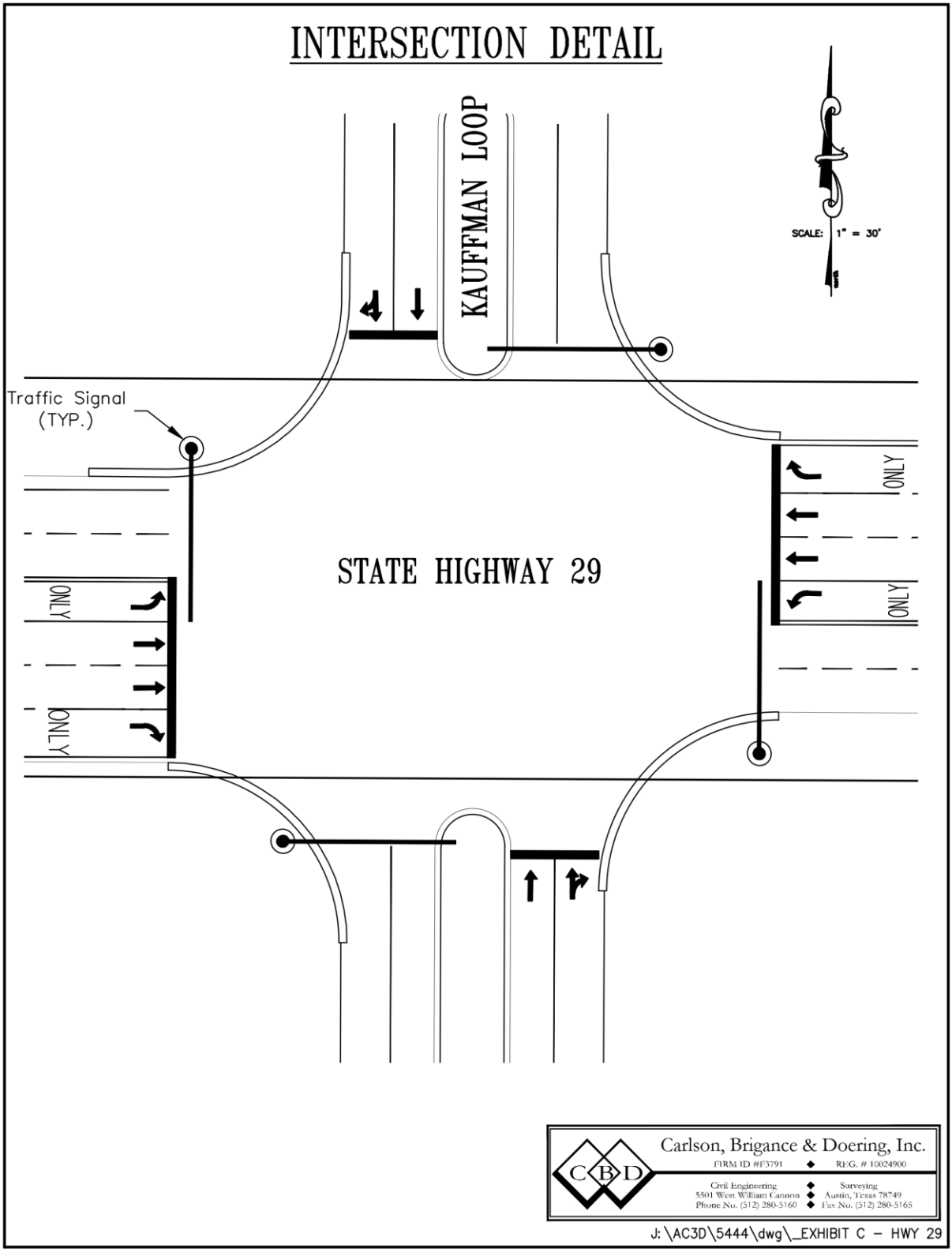
INTERSECTION DETAIL
KAUFFMAN LOOP
SCALE: 1" = 30'
Traffic Signal
(TYP.)
STATE HIGHWAY 29
ONLY
ONLY
ONLY
ONLY
Carlson, Brigance & Doering, Inc.
FIRM ID #F3791
REG. # 10024900
Civil Engineering
5501 West William Cannon
Phone No. (512) 280-5160
Surveying
Austin, Texas 78749
Fax No. (512) 280-5165
J:\AC3D\5444\dwg_EXHIBIT C – HWY 29

Exhibit "D"

Memorandum of Agreement

MEMORANDUM OF TRAFFIC CONTROL IMPROVEMENTS AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILIAMSON§

Notice is hereby given that K29 1941 Investments, LP, a Texas limited partnership (hereinafter, "*K29*"), Highway 29 Commercial, LLC, a Maryland limited liability company (hereinafter, "*Highway 29*"), and Williamson County, Texas, a political subdivision organized and existing under the laws of the State of Texas (hereinafter, "*County*"), have entered into a Traffic Control Improvements Agreement ("*Traffic Control Agreement*") with respect to the property owned by K29 which is more fully described on Exhibit A, attached hereto and incorporated herein by reference (the "*K29 Land*") and the property owned by Highway 29 which is more fully described on Exhibit B, attached hereto and incorporated herein by reference (the "*Highway 29 Land*"). The Traffic Control Agreement provides, among other things, for the construction and financing by K29, Highway 29, and the County of a certain traffic signaling device(s) and other necessary and associated improvements (the "*Traffic Control Improvements*") at the intersection of Texas State Highway 29 and Kauffman Loop, east of Ronald Reagan Boulevard, in Williamson County, Texas.

The provisions of the Traffic Control Agreement constitute covenants running with the land comprising the K29 Land and the Highway 29 Land, and all of the provisions of the Traffic Control Agreement will be binding upon and inure to the benefit of K29, Highway 29, their respective successors and assigns, and the subsequent owner(s) of all or any part of the K29 Land and the Highway 29 Land until the full completion of the Traffic Control Improvements and acceptance of same by the County.

This instrument does not alter, amend or modify the Traffic Control Agreement, but is executed for the purpose of confirming and giving notice of the Traffic Control Agreement, and the fact that the obligations arising thereunder will run with the land comprising the K29 Land and the Highway 29 Land.

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K29 1941 INVESTMENTS, LP, a Texas limited partnership

By: K29 GP, LLC, a Texas limited liability company, its General Partner

By: MREM Texas Manager, LLC, a Delaware limited liability company, its Manager

By:_____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, as Manager of K29 GP, LLC, a Texas limited liability company, the General Partner of K29 1941 Investments LP, a Texas limited partnership, on behalf of said company and limited partnership.

(SEAL)

_____
Notary Public, State of Texas

1.

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K29 LIENHOLDER CONSENT:

INTERNATIONAL BANK OF COMMERCE, a Texas banking association

By:_____
Printed Name:_____
Title:_____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2024, by _____, _____ of International Bank of Commerce, a Texas banking association, on behalf of said banking association.

(SEAL)

_____
Notary Public Signature

HIGHWAY 29 COMMERCIAL, LLC,
a Maryland limited liability company

By:_____
Name: _____
Title: _____

THE STATE OF MARYLAND §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, _____ of Highway 29 Commercial, a Maryland limited liability company, on behalf of said company.

(SEAL)

_____
Notary Public, State of Maryland

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WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2024, by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

(SEAL)

_____
Notary Public, State of Texas

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Exhibit "A"

K29 Land

136.852 ACRES
WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453
GREENLEAF FISK SURVEY, ABSTRACT NO. 5
NOAH SMITHWICK SURVEY, ABSTRACT NO. 590
WILLIAMSON COUNTY, TEXAS

FIELD NOTES

BEING ALL OF THAT CERTAIN 136.852 ACRE TRACT OF LAND, SITUATED IN THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, AND THE NOAH SMITHWICK SURVEY, ABSTRACT NUMBER 590, ALL IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 136.852 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO K29 1941 INVESTMENTS, LP. BY DEED RECORDED IN DOCUMENT 2021170466, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 136.852 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found at the southwest corner of said 136.852 acre tract of land, being at the southeast corner of Lot 1C, Replat of Lot 1, Braun Commercial, a subdivision recorded in Document Number 2015003274, Official Public Records of Williamson County, Texas, same being on the northeast right-of-way line of State Highway 29 (R.O.W. Varies), also being at the westernmost corner of a called 3.150 acre tract of land (Tract 1) conveyed to Williamson County by deed recorded in Document Number 2021026279, Official Public Records of Williamson County, Texas, for the **POINT OF COMMENCEMENT** of the herein described tract of land, and from which a 1/2 inch iron rod found with aluminum cap stamped "WILCO" bears S52°47'18"E, a distance of 3.49 feet,

THENCE, N15°30'52"E, with the common line of said Lot 1C, said 136.852 acre tract, and said 3.150 acre tract of land, a distance of 228.50 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for a southwest corner and the **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch iron rod found with aluminum cap stamped "WILCO" bears S58°44'41"E, a distance of 3.07 feet,

THENCE, N15°30'52"E, with the east line of said Lot 1C, the west line of said 136.852 acre tract of land, the east line of a 2.71 acre tract of land, being a portion of said Lot 1C, conveyed to Williamson County MUD 19 by deed recorded in Document Number 2022110266, Official Public Records, Williamson County, Texas, the east line of Santa Rita Ranch South, Section 13, a subdivision recorded in Document Number 2017112162, Official Public Records, Williamson County, Texas, and the east line of Santa Rita Ranch South, Section 14, a subdivision recorded in Document Number 2016080445, Official Public Records, Williamson County, Texas, a distance of 1705.28 feet to a capped 1/2 inch iron rod found stamped "RJ" for corner,

THENCE, N06°02'12"W, with the west line of said 136.852 acre tract, the east line of said Santa Rita Ranch South, Section 14, the east line of Santa Rita Ranch South, Section 15, a subdivision recorded in Document Number 2015065398, Official Public Records of Williamson County, Texas, and the east line of Santa Rita South Commercial, Replat of Braun Commercial Lot 1A, a subdivision recorded in Document Number 2019114872, Official Public Records of Williamson County, Texas, a distance of 2029.91 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the northernmost corner of said 136.852 acre tract, being at an east corner of Lot 1, Block A, said Santa Rita South Commercial, Replat of Braun Commercial Lot 1A, same being at the beginning of a curve to the left in the southwest right-of-way line of Ronald Reagan Boulevard (R.O.W. Varies), for the northernmost corner of the herein described tract of land,

THENCE, with the common line of said Ronald Reagan Boulevard and said 136.852 acre tract of land, the following eleven (11) courses and distances, numbered 1 through 11,

1) Along said curve to the left, having a radius of 8100.00 feet, an arc length of 522.90 feet, and a chord that bears S37°33'59"E, a distance of 522.81 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears S75°14'57"W, a distance of 1.53 feet,

2) S39°23'49"E, a distance of 1743.71 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at the beginning of a curve to the right, and from which a 1/2 inch iron rod found bears N80°33'02"W, a distance of 0.67 feet,
3) Along said curve to the right, having a radius of 3400.00 feet, an arc length of 295.11 feet, and a chord that bears S36°54'38"E, a distance of 295.02 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears N82°21'40"W, a distance of 0.67 feet,
4) S55°34'34"W, a distance of 45.00 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner at the beginning of a curve to the right,
5) Along said curve to the right, having a radius of 3355.00 feet, an arc length of 1480.74 feet, and a chord that bears S21°46'48"E, a distance of 1468.75 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
6) S09°08'10"E, a distance of 262.34 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
7) S07°42'15"E, a distance of 200.06 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
8) S02°00'40"E, a distance of 403.12 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears S27°29'23"E, a distance of 0.56 feet,
9) S04°50'49"E, a distance of 41.21 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at a northeast corner of a called 7.923 acre tract of land (Tract 2) conveyed to Williamson County in Document Number 2021026279, Official Public Records of Williamson County, Texas, being at the beginning of a curve to the right, for a southeast corner of the herein described tract of land, from which a capped 1/2 inch iron rod found stamped "HAYNIE" on the common line of said Ronald Reagan Boulevard, said 136.852 acre tract of land, and said 7.923 acre tract of land bears S04°50'49"E, a distance of 159.35 feet,

THENCE, over and across said 136.852 acre tract, and with the north line of said 7.923 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the right, having a radius of 620.00 feet, an arc length of 654.67 feet, and a chord that bears S53°03'30"W, a distance of 624.67 feet to a 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the beginning of a curve to the right,
2) Along said curve to the right, having a radius of 2490.00 feet, an arc length of 236.13 feet, and a chord that bears N76°23'35"W, a distance of 236.04 feet to a 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the beginning of a curve to the right, and
3) Along said curve to the right, having a radius of 2255.00 feet, an arc length of 142.46 feet, and a chord that bears N72°06'47"W, a distance of 142.43 feet to a capped 1/2 inch iron rod set stamped "SETSTONE" in an interior line of said 136.852 acre tract, being in the north line of said 7.923 acre tract of land, same being at an east corner of a called 3.764 acre tract of land (Tract 3) conveyed to K29 1941 Investments, LP. by deed recorded in Document Number 2021170466, Official Public Records of Williamson County, Texas, for a south corner of the herein described tract of land,

THENCE, N36°40'06"E, with the common line of said 136.852 acre tract of land and said 3.764 acre tract of land, a distance of 125.79 feet to a 1/2 inch iron rod found at the easternmost corner of said 3.764 acre tract of land, for a southern interior corner of the herein described tract of land,

THENCE, N59°21'21"W, with the common line of said 136.852 acre tract of land and said 3.764 acre tract of land, passing the northernmost corner of said 3.764 acre tract of land, being at the easternmost corner of a called 5.00 acre tract of land conveyed to LB Woodlands LLC by deed recorded in Document Number 2021094661, Official Public Records, Williamson County, Texas, and continuing for a total distance of 1172.52 feet to a 1/2 inch iron rod found at the northernmost corner of said 5.00 acre tract of land, being at a southern interior corner of said 136.852 acre tract of land, for a southern interior corner of the herein described tract of land,

THENCE, S30°39'39"W, with the common line of said 136.852 acre tract and said 5.00 acre tract of land, a distance of 158.27 feet to 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the northeast corner of said 3.150 acre tract, being in the west line of said 5.00 acre tract, same being at an angle corner on the south line of said 136.852 acre tract of land, for a southern corner of the herein described tract of land,

THENCE, N58°44'41"W, with the common line of said 136.852 acre tract, and said 3.150 acre tract of land, a distance of 655.84 feet to the **POINT OF BEGINNING** and containing 136.852 acres of land, as shown on the attached sketch.

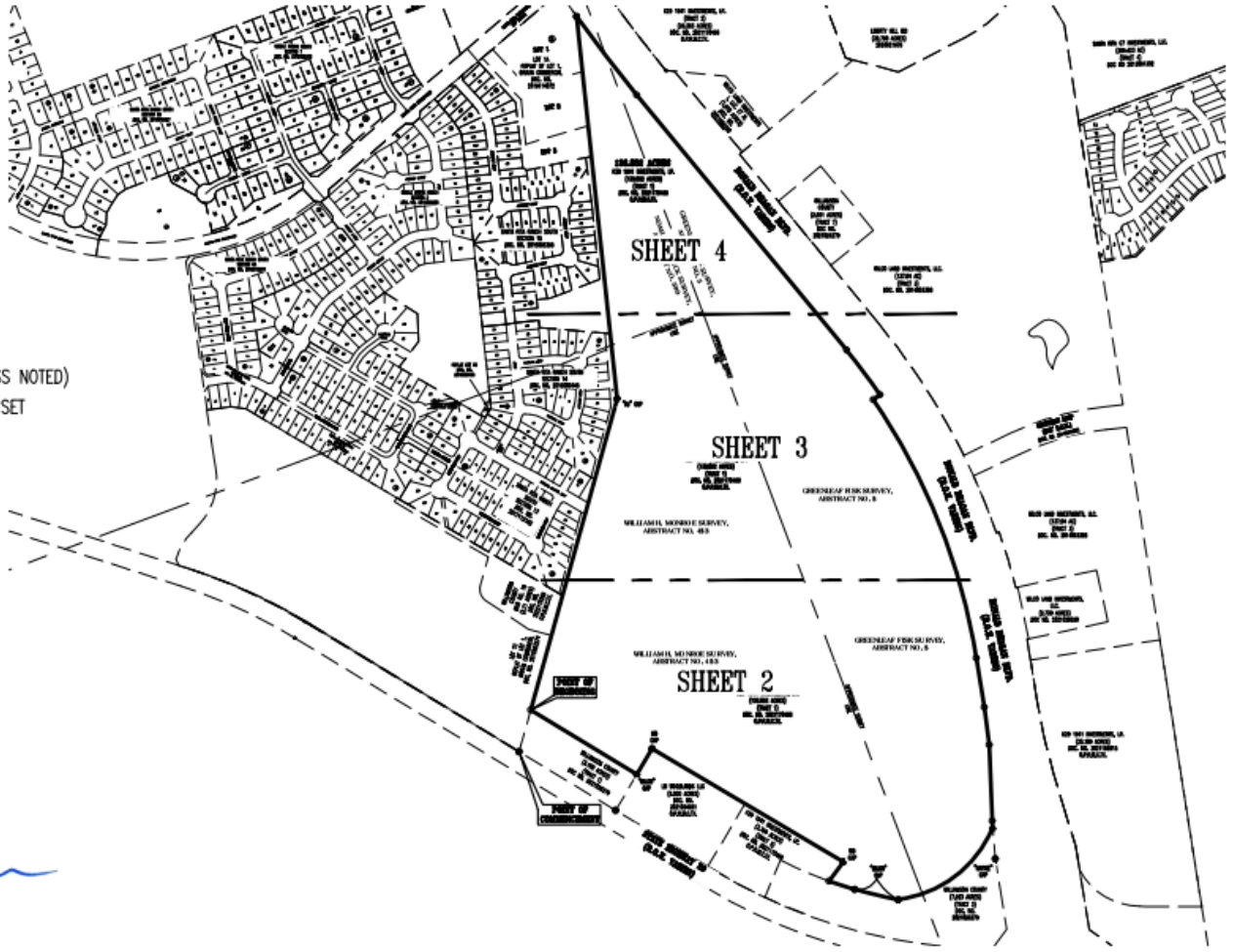
Surveyed by: _____ 9/1/2023

Aaron V. Thomason; R.P.L.S. NO. 6214
Carlson; Brigance and Doering; Inc.
Reg. # 10024900
5501 West William Cannon
Austin; TX 78749
Ph: 512-280-5160
Aaron@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

J: AC3D\5351\SURVEY\FIELD NOTES\FN – 136.852 ACRE – K29.doc

SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 800'

LEGEND

- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS NOTED)
- CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- CALCULATED POINT

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

9/1/2023

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
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REG. # 10024900
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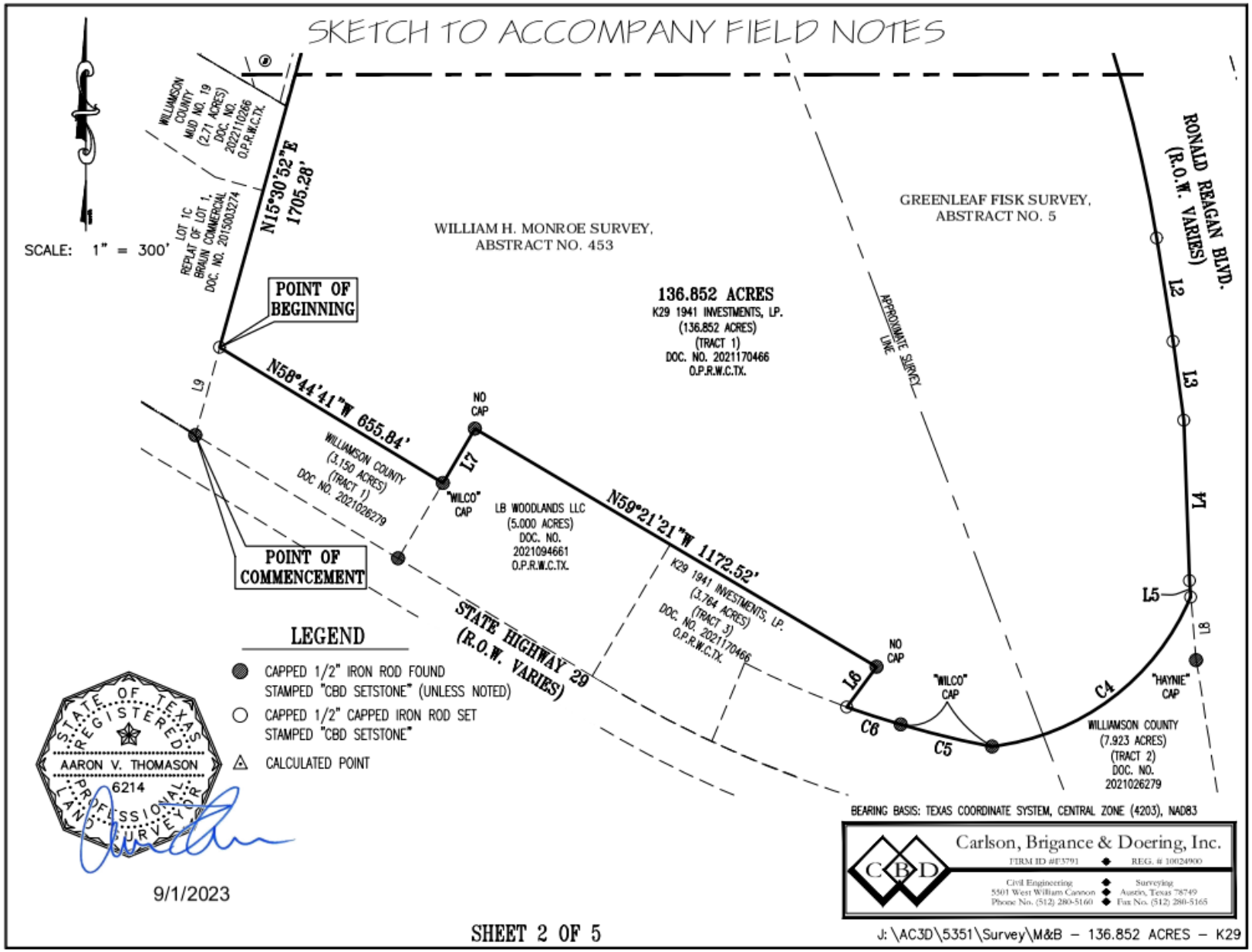
Phone No. (512) 280-5160
Surveying
Austin, Texas 78749
Fax No. (512) 280-5165

SHEET 1 OF 5

J:\AC3D\5351\Survey\M&B – 136.852 ACRES – K29

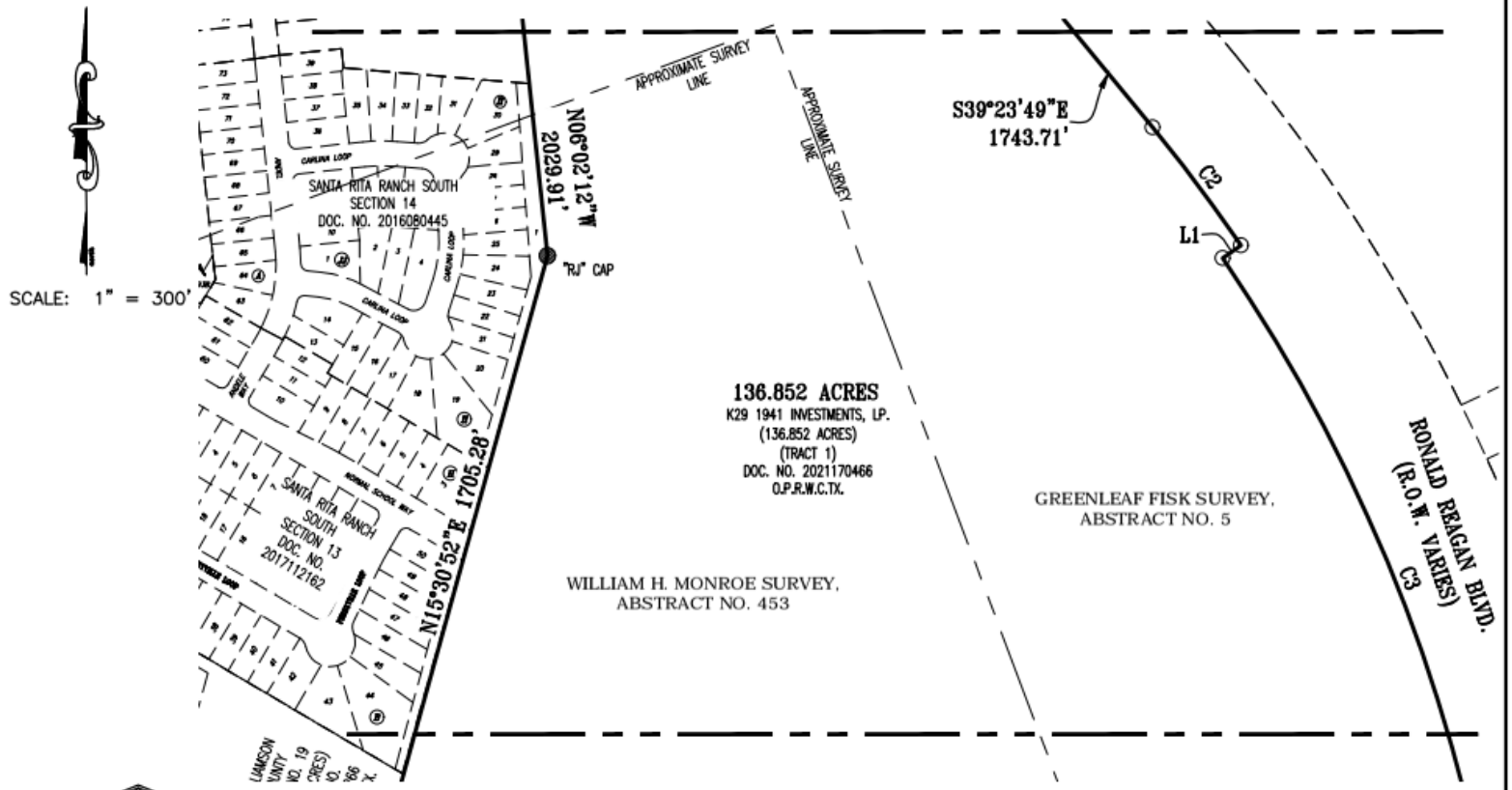
4880-7519-4817, v. 1

SKETCH TO ACCOMPANY FIELD NOTES



4880-7519-4817, v. 1

SKETCH TO ACCOMPANY FIELD NOTES



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

9/1/2023

LEGEND

- ● CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS NOTED)
- ○ CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- △ CALCULATED POINT

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
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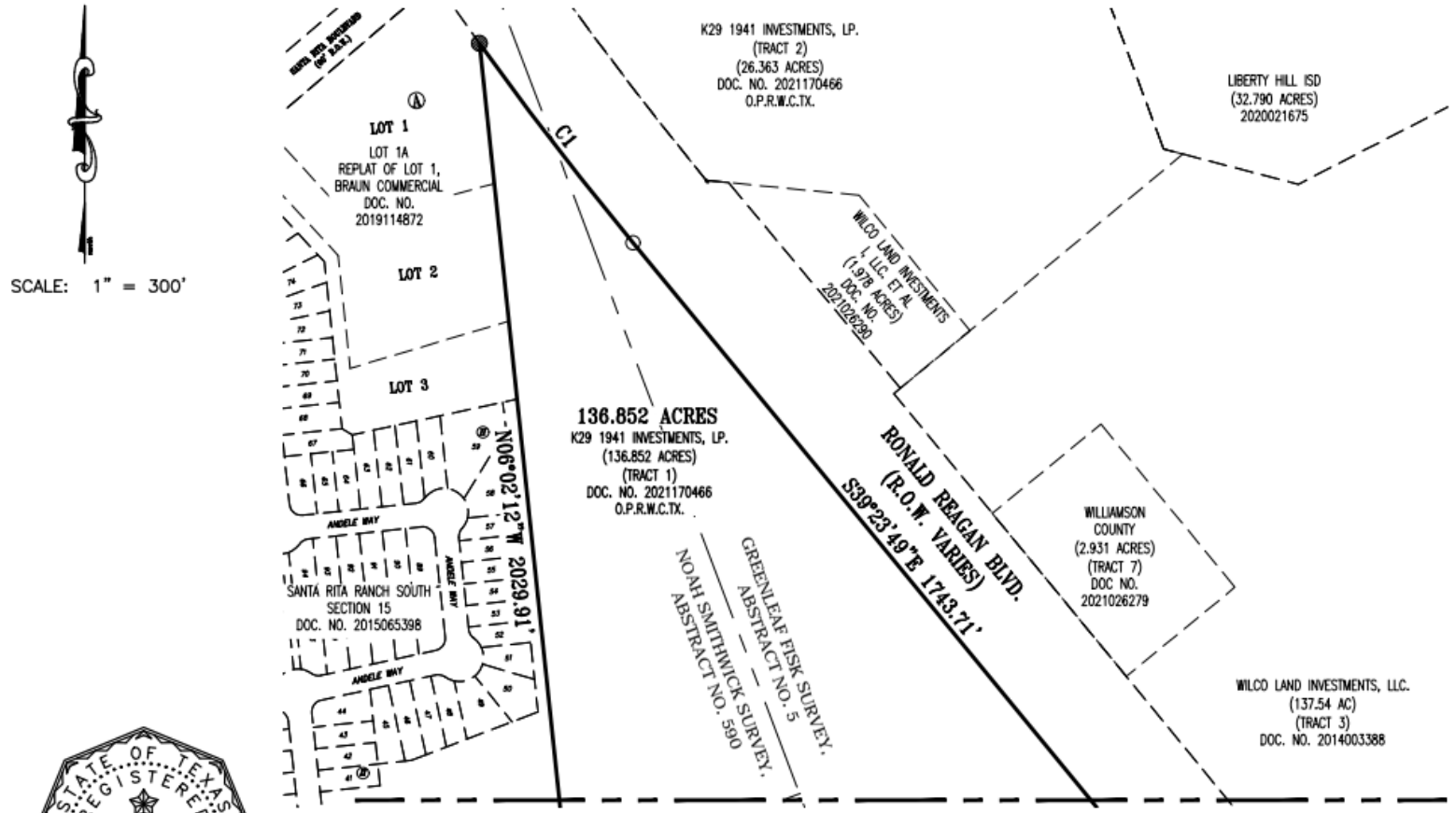
J:\AC3D\5351\Survey\M&B – 136.852 ACRES – K29

SKETCH TO ACCOMPANY FIELD NOTES



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

9/1/2023

LEGEND

- ● CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS NOTED)
- ○ CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- △ CALCULATED POINT

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

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4880-7519-4817, v. 1

SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	45.00	S55°34'34"W
L2	262.34	S09°08'10"E
L3	200.06	S07°42'15"E
L4	403.12	S02°00'40"E
L5	41.21	S04°50'49"E
L6	125.79	N36°40'06"E
L7	158.27	S30°39'39"W
L8	159.35	S04°50'49"E
L9	228.50	N15°30'52"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	522.90	8100.00	S37°33'59"E	522.81	261.54	3°41'55"
C2	295.11	3400.00	S36°54'38"E	295.02	147.65	4°58'23"
C3	1480.74	3355.00	S21°46'48"E	1468.75	752.63	25°17'16"
C4	654.67	620.00	S53°03'30"W	624.67	361.57	60°29'58"
C5	236.13	2490.00	N76°23'35"W	236.04	118.15	5°26'00"
C6	142.46	2255.00	N72°06'47"W	142.43	71.25	3°37'11"

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

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4880-7519-4817, v. 1

Exhibit "B"

Highway 29 Land

50.787 Acres (2,212,274 square feet) of land out of the William H. Monroe Survey, Abstract No. 453, being described as all of the remaining portions of those certain 52.35 Acre and 0.881 Acre tracts of land described in a deed to Zekelman Property Leander 53, LLC, dated August 24, 2021, recorded in Document No. 2021128467 of the Official Public Records of Williamson County, Texas, said 50.787 Acres being more particularly described as follows:

BEGINNING at the northwest corner of said 52.35 Acres, same being the northeast corner of a 10.97 Acre tract of land described in a deed to Global Investors Hwy29, LLC, dated March 10, 2021, and recorded in Document No. 2021035361 of the Official Public Records of Williamson County, Texas, same being a point in the southwesterly line of State Highway 29, a variable-width public right-of-way, said corner being marked by a found 1/2" iron rod;

THENCE S 58°43'28" E 996.25' with the northeast line of said 52.35 Acres and the southwest line of said Highway 29 to the beginning of a curve to the left, said corner being marked by a found 1/2" iron rod;

THENCE with the curving southwest line of said Highway 29, said curve having an **ARC LENGTH** of **430.45'**, a **RADIUS** of **2914.79'**, a **CHORD BEARING** of **S 63°01'13" E**, and a **CHORD LENGTH** of **430.06'**, at an arc length of 286.18' passing the northeast corner of said 52.35 Acres and the northwest corner of said 0.881 Acres, said corner being marked by a found 1/2" Iron Rod, and continuing 144.27' to the northeast corner of said 0.881 Acres, same being the northernmost northwest corner of the remaining portion of that certain 32.266 Acre tract of land described in a deed to Gateway 29 Real Estate, LLC, dated February 8, 2021, recorded in Document No. 2021019843 of the Official Public Records of Williamson County, Texas, same being the north corner of that certain 2.457 Acre tract of land described in a deed to Gateway 29 Real Estate LLC, dated July 12, 2023, recorded in Document No. 2023061605 of the Official Public Records of Williamson County, Texas for the northeast corner hereof, said corner being marked by a found 1/2" iron rod;

THENCE S 14°35'16" W 327.37' with the westerly line of said 2.457 Acres and an easterly line of said remaining portions of 52.35 Acres and 0.881 Acres, at 37.89' passing the southwesterly line of said remaining portion of 0.881 Acres and a northeasterly line of said 52.35 Acres, continuing to the southwest corner of said 2.457

Acres, for an interior corner hereof, said corner being marked by an iron rod found with plastic identifier cap stamped, "LJA SURVEYING";
THENCE S 75°24'05" E 653.99' with the southerly line of said 2.457 Acres and a northerly line of said remaining portions of 52.35 Acres and 0.881 Acres, at 589.91' passing a northeasterly line of said remaining portion of 52.35 Acres and the southwesterly line of said remaining portion of 0.881 Acres, continuing to a point in the southwesterly line of said remaining portion of 32.266 Acres for the southeast corner of said 2.457 Acres and a northeast corner hereof, said corner being marked by an iron rod found with plastic identifier cap stamped, "LJA SURVEYING";

THENCE S 48°48'42" E 495.18' with the northeast line of said 0.881 Acres and a southwest line of said 32.266 Acres to the southeast corner of said 0.881 Acres, for the southeast corner hereof, said corner being marked by an iron rod found with identifier cap stamped, "DIAMOND SURVEYING";

THENCE S 41°09'09" W 29.59' with the southeast line of said remaining portion of 0.881 Acres and a northwest line of said remaining portion of 32.266 Acres, to the southwest corner of said remaining portion of 0.881 Acres and the southeast corner of said remaining portion of 52.35 Acres, said corner being marked by an iron rod found with identifier cap stamped, "DIAMOND SURVEYING";

THENCE S 69°56'04" W 364.77' with a southeasterly line of said remaining portion of 52.35 Acres to a south corner of said tract, said corner being marked by a found 1/2" iron rod, and from which a 1-1/2" iron pipe found marking an interior corner of a 14.000 Acre tract described in a deed to Zekelman Property Leander 53, LLC, dated October 15, 2021, recorded under Document No. 2021159540 of the Official Public Records of Williamson County, Texas, bears N 28°03'01" W 0.76'

THENCE N 76°09'11" W 1939.61' with a southwest line of said remaining portion of 52.35 Acres, at 945.57' passing 0.24' to the left of a 1/2" iron rod found marking the northwest corner of said 14.000 Acres, same being the northeast corner of Kauffman Loop, a 100'-wide public right-of-way recorded in Document No. 2021128467 of the Official Public Records of Williamson County, Texas; at 1066.34' passing an iron rod with identifier cap stamped, "RPLS 2218", found marking the northwest corner of said Kauffman Loop; at 1823.95' passing a found 1/2" iron rod; and continuing to an interior corner of said remaining portion of 52.35 Acres, said corner being marked by a found 1/2" iron rod;

THENCE S 31°16'38" W 730.17' with a southeast line of said remaining portion of 52.35 Acres, at 270.08' passing a found 1/2" iron rod, and continuing to the southernmost southwest corner of said remaining portion of 52.35 Acres, same being a point in the northeast line of Lot 33, Block A of Bonnet Tract Subdivision, a subdivision located in the City of Leander, according to the map or plat thereof, recorded in Document No. 2020107539 of the Official Public Records of Williamson County, Texas, said corner being marked by a found 1/2" iron rod;

THENCE with a southwest line of said remaining portion of 52.35 Acres and the northeast line of said Bonnet Tract Subdivision, the following **TWO (2) COURSES AND DISTANCES**:

N 20°36'10" W 396.87' to a point in said common line between the remaining portion of 52.35 Acres and Bonnet Tract, said corner being marked by a found 1/2" iron rod;

N 20°11'30" W 303.24' to the westernmost southwest corner of said remaining portion of 52.35 Acres, same being the southeast corner of said 10.97 Acres, for the westerly-most southwest corner hereof, said corner being marked by a found 1/2" iron rod;

THENCE N 31°15'28" E 1370.14' with the northwest line of said remaining portion of 52.35 Acres and the southeast line of said 10.97 Acres to the **POINT OF BEGINNING** of the herein described tract of land, said tract containing **50.787 Acres (2,212,274 Square Feet)**, more or less. Bearings are relative to the State Plane Coordinate System, North American Datum of 1983(2011), Texas Central Zone (4203). Distances and areas reflect the application of a combined scale factor of 1.00012 and thus represent surface measurements.

TRAFFIC CONTROL IMPROVEMENTS AGREEMENT

This Traffic Control Improvements Agreement (the "*Agreement*") dated effective as of the _____ day of _____, 2024 (the "*Effective Date*") is executed by and between K29 1941 Investments, LP, a Texas limited partnership (hereinafter, "*K29*"), Highway 29 Commercial, LLC, a Maryland limited liability company (hereinafter, "*Highway 29*"), and Williamson County, Texas, a political subdivision organized and existing under the laws of the State of Texas (hereinafter, "*County*"). K29, Highway 29, and the County are sometimes collectively called "Parties" or individually a "Party."

RECITALS:

A. K29 is the owner of that certain tract of land more particularly described on **Exhibit "A"** attached hereto (the "*K29 Land*").

B. Highway 29 is the owner of that certain property more particularly described on **Exhibit "B"** attached hereto (the "*Highway 29 Land*").

C. The K29 Land is located adjacent and contiguous to Texas State Highway 29 ("*TXSH 29*") to the north and west of Ronald Reagan Boulevard. The Highway 29 Land is adjacent and contiguous to TXSH 29 to the south and likewise is west of Ronald Reagan Boulevard.

D. K29, having received plan approval from the County, has constructed that portion of Kauffman Loop across the K29 Land that will connect the K29 Land to TXSH 29 (the "*K29 Kauffman Loop Extension*").

E. Highway 29 will submit its plans to the County for that portion of Kaufman Loop across the Highway 29 Land to connect Highway 29's Land to TXSH 29 (the "*Highway 29 Kauffman Loop Extension*") and, following approval of its plans by the County, will construct the Highway 29's Kauffman Loop Extension.

F. The K29 Kauffman Loop Extension and the Highway 29 Kauffman Loop Extension are hereinafter collectively referred to as the "*Extensions*". The Extensions, when complete, will intersect TXSH 29 approximately opposite each other, creating a new intersection (the "*Intersection*"). A preliminary concept layout of the Extensions and the Intersection is attached as **Exhibit "C"** hereto. All design and construction costs of the K29 Kauffman Loop Extension shall be borne by K29 and all of design and construction costs of the Highway 29 Kauffman Loop Extension shall be borne by Highway 29.

G. K29 and Highway 29 acknowledge that installation of a traffic signaling device and other necessary and associated improvements (the "*Traffic Control Improvements*") at the Intersection may be required by the Texas Department of Transportation (hereinafter, "*TXDOT*"). The date that the Parties receive notice that TXDOT does in fact require installation of the Traffic Control Improvements is referred to herein as the "*TXDOT Notice Date*".

H. K29 and Highway 29 enter into this Agreement to (i) acknowledge that TXDOT shall approve the design, permitting and construction of the Traffic Control Improvements, and (ii) confirm their respective responsibilities regarding construction of the Traffic Control Improvements and payment of costs of design, permitting, and construction associated therewith.

I. The County enters into this Agreement to acknowledge and agree to its participation in the payment of costs of design, permitting, and construction of the Traffic Control Improvements.

AGREEMENTS:

Now, therefore, for and in consideration of the premises and the mutual promises and covenants of this Agreement, the receipt and sufficiency of which are acknowledged by all Parties, the Parties agree as follows:

ARTICLE I
Design and Construction

1.1 Development of Traffic Control Improvements.

a. Developing Party. K29 (the "*Developing Party*") will cause the Traffic Control Improvements to be designed, constructed and installed in accordance with this Agreement. K29 will use reasonable efforts to ensure that such construction shall be performed in a diligent and good and workmanlike manner and will be constructed in all material respects in accordance with the Plans and Specifications (hereinafter defined) and all applicable governmental rules and regulations, including, without limitation, those necessary for acceptance of the Traffic Control Improvements, as applicable, for operation and maintenance by TXDOT. K29 or its designee will be the project manager in charge of all aspects of design, construction and installation of the Traffic Control Improvements, provided that K29 shall engage an inspector approved by TXDOT to observe construction.

b. Approval of Plans and Specifications. Within ninety (90) days after the TXDOT Notice Date, K29 shall cause plans and specifications for the Traffic Control Improvements required by TXDOT (the "*Plans and Specifications*") to be prepared by an engineering firm (the "*Engineer*") approved by TXDOT and submit the Plans and Specifications to TXDOT for review and approval. K29 shall simultaneously submit a copy of the Plans and Specifications to Highway 29 for its information only. K29, the Engineer, and the contractor selected to install the Traffic Control Improvements (the "*Contractor*") will be responsible for securing all permits and otherwise complying with the conditions of the TXDOT approval.

c. Estimate of Costs. Following TXDOT's approval of the Plans and Specifications, K29 shall provide to Highway 29 an itemization of the design and permitting costs incurred by K29 to date for the Traffic Control Improvements, along with reasonable supporting documentation, and an estimate of the construction costs to be incurred by K29 for the Traffic Control Improvements, based on bids obtained by and approved by K29 (the "*Estimated Project Costs*"). Copies of the Estimated Project Costs shall be shared with Highway 29 for its commercially reasonable approval, such approval

not to be unreasonably withheld, conditioned, or delayed. If Highway 29 fails to provide written notice of its disapproval of the Estimated Project Costs within ten (10) days after its receipt of the Estimated Project Costs, the Estimated Project Costs shall be deemed approved by Highway 29.

d. Construction Contract. K29 and Contractor shall enter into a construction contract (the "*Construction Contract*") for (among other things) construction of the Traffic Control Improvements. K29 shall cause the Contractor to construct the Traffic Control Improvements in accordance with the approved Plans and Specifications and approved cost estimate and construct and substantially complete the Traffic Control Improvements within eighteen (18) months after the TXDOT Notice Date, subject to Force Majeure. The Traffic Control Improvements will be deemed complete at such time as the traffic signal is operational and has been accepted for operation and maintenance by TXDOT (the "*Completion of the Traffic Control Improvements*"). Construction costs incurred for the Traffic Control Improvements are referred to as the "*Construction Costs*." The actual design, permitting, and Construction Costs are sometimes referred to herein collectively as the "*Project Costs*."

e. Project Costs. K29 will be the initial responsible party for payment of all Project Costs and shall be responsible for posting any fiscal surety required in connection therewith. The County will participate in the payment of the Project Costs in an amount equal to the lesser of (x) the total Project Costs as evidenced by copy of the final pay application from Contractor or (y) Two Hundred Thousand and 00/100 Dollars ($200,000.00) (the "*County Contribution*"). The County will pay the County Contribution to K29 (or to Highway 29, in the event of Highway 29's takeover of the work as provided in Section 1.2 below) on the date of Completion of the Traffic Control Improvements and acceptance of same by the County and/or TXDOT. The balance of the Project Costs, after subtracting the County Contribution (the "*Remaining Costs*"), will be split between K29 and Highway 29, with K29 being responsible for eighty-five percent (85%) of the Remaining Costs (the "*K29 Share*") and Highway 29 being responsible for fifteen percent (15%) of the Remaining Costs (the "*Highway 29's Share*"). Within thirty (30) days following approval of the Estimated Project Costs, K29 and Highway 29 will enter into an escrow agreement (the "*Escrow Agreement*") with Independence Title Company, Attn: Gay Heavlin (the "*Escrow Agent*") for purposes of establishing an escrow account (the "*Escrow Account*") into which Highway 29 will deposit fifteen percent (15%) of the Estimated Project Costs (the "*Highway 29 Deposit*").

The Escrow Agreement will provide that, upon Completion of the Traffic Control Improvements and acceptance of same by the County and/or TXDOT, K29 shall submit to Highway 29 and the Escrow Agent a request for disbursement of the Highway 29 Deposit based on the actual Project Costs that have been incurred and paid by K29 (the "*Payment Request*"). The Payment Request shall be accompanied by reasonable supporting documentation evidencing that such Project Costs have been paid by K29 and shall be subject to the reasonable approval of Highway 29, such approval not to be unreasonably withheld, conditioned, or delayed. If Highway 29 fails to provide written notice of its disapproval of the Payment Request within ten (10) days after its receipt of the Payment

Request, the Payment Request shall be deemed approved by Highway 29. Following the Highway 29 approval of the Payment Request, the Escrow Agent shall:

(i) release the entire Highway 29 Deposit to K29 if the Highway 29 Deposit is equal to Highway 29's Share;

(ii) release the equivalent of Highway 29's Share from the Highway 29 Deposit to K29 and refund any excess to Highway 29 if the Highway 29 Deposit is *greater than* Highway 29's Share; or

(iii) release the entire Highway 29 Deposit to K29 if the Highway 29 Deposit is *less than* Highway 29's Share, and Highway 29 shall simultaneously pay to K29 any Highway 29 Share due over and above the Highway 29 Deposit.

1.2 **Takeover Right.** If Completion of the Traffic Control Improvements has not occurred within twenty-four (24) months after the TXDOT Notice Date, irrespective of Force Majeure, then after sixty (60) days' written notice from Highway 29 to K29 with opportunity to cure (in lieu of any notice and cure period under Section 2.1 hereof), Highway 29 shall have the right to take over construction of the Traffic Control Improvements, using the Contractor or a TXDOT approved replacement contractor and replace K29 as the Developing Party. In such event, within ten (10) days after request by Highway 29, K29 shall (i) assign all of its right, title and interest in and to the Plans and Specifications, permits, approvals, warranties, bonds, contracts and agreements for the Traffic Control Improvements to Highway 29 and (ii) deposit with the Escrow Agent eighty-five percent (85%) of all remaining Project Costs (the "*K29 Deposit*").

The Escrow Agreement will provide that, upon Highway 29's Completion of the Traffic Control Improvements under this Section 1.2 hereof and acceptance of same by the County and/or TXDOT, Highway 29 shall submit to K29 and the Escrow Agent a request for disbursement of the Highway 29 Deposit and K29 Deposit based on the actual Project Costs that have been incurred and paid by Highway 29 (the "*Takeover Payment Request*"). The Takeover Payment Request shall be accompanied by reasonable supporting documentation evidencing that such Project Costs have been paid by Highway 29 and shall be subject to the reasonable approval of K29, such approval not to be unreasonably withheld, conditioned, or delayed. If K29 fails to provide written notice of its disapproval of the Takeover Payment Request within ten (10) days after its receipt of the Takeover Payment Request, the Takeover Payment Request shall be deemed approved by K29. Following K29 approval of the Takeover Payment Request, the Escrow Agent shall:

(i) release the entire Highway 29 Deposit to Highway 29;

(ii) release the entire K29 Deposit to Highway 29 if the K29 Deposit is equal to the K29 Share;

(iii) release the equivalent of the K29 Share from the K29 Deposit to Highway 29 and refund any excess to K29 if the K29 Deposit is *greater than* the K29 Share; or

(iv) release the entire K29 Deposit to Highway 29 if the K29 Deposit is *less than* the K29 Share, and K29 shall simultaneously pay to Highway 29 any K29 Share due over and above the K29 Deposit.

1.3 **Force Majeure.** The term "Force Majeure," as used herein, means an act of God; fire; earthquake; flood; explosion; action of the elements; terrorism; war; riot, mob violence; inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market; pandemic' failure of transportation; lawful strike, lockout or action of labor unions; condemnation; court order; law or order of governmental or military authorities; or any other cause, whether similar or dissimilar to the foregoing, that actually causes a delay in the performance of an obligation herein, and is not within the control of the Party claiming the Force Majeure. In no event shall the obligation to pay money be subject to delay by reason of a claim of "Force Majeure." Each Party shall use reasonable diligence to avoid any Force Majeure event and shall resume performance as promptly as possible after the occurrence of a Force Majeure event.

ARTICLE II
General

2.1 **Remedies.** In the case of a default, the defaulting Party shall have ten (10) days to cure such default after a non-defaulting Party has provided the defaulting Party with written notice of such default ("*Notified Default*"); provided, however, if a non-monetary default cannot reasonably be cured within ten (10) days, then, so long as the defaulting Party commences to cure such Notified Default within such initial ten (10) day period and thereafter diligently prosecutes such cure to completion such ten (10) day period will be extended for such period of time as reasonably necessary to cure such default, provided that such cure period shall not exceed a total period of one hundred twenty (120) days for non-monetary defaults. If a Notified Default has occurred and the cure period, or any extensions thereof, have expired, then the non-defaulting Party shall have the right to: (i) enforce the specific performance by the defaulting Party of its obligations hereunder; and/or (ii) sue the defaulting Party for actual and direct (but not consequential, punitive, speculative or special) damages suffered by the non-defaulting Party as a result of such Notified Default. The rights and remedies of the Parties are cumulative and not exhaustive of any rights or remedies to which they would otherwise be entitled. Any funds advanced by the non-defaulting Party towards cure of the Notified Default of the defaulting Party (e.g., the posting or payment of funds required to be posted hereunder by the defaulting Party) shall bear interest and be owing by the defaulting Party to the non-defaulting Party on demand and with interest from the date the funds are advanced by the non-defaulting Party to the defaulting Party until repaid by the defaulting Party at a rate of 15% per annum.

2.2 **Attorneys' Fees.** Any Party to this Agreement who is the prevailing Party in any legal proceeding against any other Party brought under or with relation to this Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing Party.

2.3 **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given (a) when actually received by that party, or (b) one (1) business day after deposit with nationally recognized overnight

courier, or (c) three (3) days after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party in question at the address indicated hereinbelow, or to a different address as previously given in a notice to the other parties in accordance with the terms hereof:

If to K29:	K29 1941 Investments, LP Attn: Ed Horne 175 Elizabeth Park Blvd. Liberty Hill, Texas 78642
with a copy to:	Armbrust & Brown, PLLC Attn: Daniel Myrick 100 Congress Avenue, Suite 1300 Austin, Texas 78701
If to Highway 29:	Highway 29 Commercial, LLC c/o St. John Properties, Inc. Attn: Brooke Harlander, Regional Partner 3800 North Lamar Blvd., Ste. 200 Austin, Texas 78756
with a copy to:	Highway 29 Commercial, LLC c/o Highway 29 Properties, Inc. Attn: Michelle Van Newkirk 2560 Lord Baltimore Drive Baltimore, Maryland 21244
If to County:	Williamson County Road & Bridge Attn: Adam Boatright, PE 3151 SE Inner Loop Georgetown, Texas 78626

A Party may change its address for notices by notifying the other Party hereunder of such change by ten (10) days advance written notice in accordance with this Section.

2.4 **Further Assurances.** Each Party will, promptly upon the reasonable request of another Party, correct any defect, error or omission which may be discovered in the contents of this Agreement; execute, acknowledge, deliver, procure and record and/or file such further documents (including, without limitation, plats, permit requests, easements, dedications, ratifications, releases, affidavits and certifications) and do such further acts as may be reasonably necessary, desirable or proper to carry out more effectively the purposes of this Agreement, to more fully identify any subject to this Agreement, property and interests intended to be covered; and provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts as may be reasonably necessary, desirable or proper in the reasonable determination of the requesting Party to enable the requesting Party to comply with the requirements or requests of any agency having jurisdiction over the Traffic Control Improvements, or any

portion thereof, provided that neither Party shall be obligated to execute any document or perform any act that may increase the liability of such Party or the obligations of such Party under this Agreement.

2.5 **Entire Agreement.** This Agreement contains the entire agreement of the Parties hereto with respect to the subject matter hereof, and this Agreement can be amended only by written agreement signed by all of the parties hereto.

2.6 **Law Governing.** This Agreement shall be deemed to be a contract under the laws of the State of Texas which is performable in Williamson County, Texas, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

2.7 **Assignment; Binding Effect.** This Agreement and all of its terms and provisions shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. The rights and obligations of K29 hereunder shall run with the K29 Land and the rights and obligations of Highway 29 hereunder shall run with the Highway 29's Land.

2.8 **Invalid Provisions.** 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 of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained.

2.9 **Amendments.** This Agreement may be amended or otherwise modified from time to time, but only by a writing signed and acknowledged by all of the Parties.

2.10 **Exhibits.** Each reference to an exhibit refers to the applicable exhibit that is attached to this Agreement, which exhibit may be amended by the Parties from time to time in accordance with the provisions of this Agreement. All such exhibits constitute a part of this Agreement.

2.11 **Waivers.** A waiver by a Party of any provision of this Agreement or of any default by any Party must be in writing and no such waiver shall be implied from any omission by a Party to take any action in respect of such default if such default continues or is repeated. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any term, provision, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision, covenant or condition contained in this Agreement. The consent or approval by a Party to or of any act or request by another Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. No failure by a Party to insist upon or to enforce any provision of this Agreement, shall constitute or be interpreted as a waiver thereof and no provision of this Agreement shall be interpreted as waived, modified or amended by the acts or conduct of the Parties except as specifically expressed to be such in writing.

2.12 **No Partnership.** Neither anything in this Agreement nor any acts of the Parties shall be construed or deemed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture.

2.13 **Counterparts.** To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all Parties hereto be contained on any one counterpart hereof. A facsimile transmission or electronic signature (i.e. DocuSign) shall be deemed to be an original signature.

2.14 **Memorandum**. No Party may record this Agreement. Upon request by any Party, however, the Parties shall execute, deliver and record a memorandum of this Agreement in the form attached hereto as **Exhibit "D"** in the Real Property Records of Williamson County, Texas. Upon Completion of the Traffic Control Improvements and payment of all sums due hereunder, the Parties shall execute, deliver and record a termination and release of such memorandum.

2.15 **Estoppel**. Each Party shall, on not less than twenty-one (21) days' prior written request, execute, acknowledge and deliver to the Party making such request a certification in writing stating whether or not, to its knowledge, a particular Party is in default under the provisions of this Agreement, together with such other relevant information concerning this Agreement as may be reasonably requested (such as whether the TXDOT Notice Date has yet occurred)

2.16 **Interested Parties**. K29 and Highway 29 (hereinafter collectively, the "*Contractor*") acknowledges that Texas Government Code Section 2252.908 (as amended, "*Section 2252.908*") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the County. Contractor confirms that it has reviewed Section 2252.908 and if required to do so the Contractor will 1) complete FORM 1295, using the unique County-assigned identification number specified on page 1 of this Agreement, and electronically file it with the Texas Ethics Commission ("*TEC*"); and 2) submit to the County the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the County at the same time the Contractor executes and submits this Agreement to the County. Form 1295 is available at the TEC's website: https:/www.ethics.state.tx.us/filinginfo/1295/. This Agreement is not effective until the requirements listed above are satisfied and any award of this Agreement by the County is expressly made contingent upon the Engineer's compliance with such requirements. **The signed Form 1295 may be submitted to the County in electronic format. A separate Form 1295 will be required for any amendments to this Agreement.**

2.17 **Conflicts of Interest**. Contractor acknowledges that Texas Local Government Code Chapter 176 (as amended, "*Chapter 176*") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the County. Contractor confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return FORM CIQ promulgated by the TEC, which is available on the TEC website at https://www.ethics.state.tx.us/forms/conflict/, within seven days of the date of submitting

this Agreement to the County or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

2.18 **Verification Under Ch. 2271, Texas Government Code**. If required under Chapter 2271 of the Texas Government Code (as amended, "*Chapter 2271*"), Contractor represents and warrants that at the time of the execution and delivery of the Agreement, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, boycott Israel or will boycott Israel during the term of the Agreement, or are companies that are identified on a list prepared and maintained by the Comptroller of Public Accounts (the "*Comptroller*") described in Subchapter B of Chapter 808 of the Texas Government Code and posted on the Comptroller's internet website at:

https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor.

2.19 Verification Under Subchapter F, Chapter 2252, Texas Government Code. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, "*Subchapter F*"), Contractor represents and warrants that, neither Contractor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, are companies identified on a list prepared and maintained by the Comptroller described in Subchapter F and posted on the Comptroller's internet website at:

https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organizational. Contractor understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor.

2.20 **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries**. If required under Chapter 2274, Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Contract against a firearm entity or firearm trade association. The

foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity," "firearm entity," and "firearm trade association" have the meanings ascribed to them in Section 2274.001 of the Texas Government Code.

2.21 **Verification Under Chapter 2276, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies**. If required under Chapter 2276 of the Texas Government Code (as amended, "*Chapter 2276*"), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract, or are companies that are identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "*Comptroller*") described in Subchapter B of Chapter 809 of the Texas Government Code and posted on the Comptroller's internet website at

https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing verification is made solely to comply with Chapter 2276. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

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

2.23 **County's Right to Audit.** Developing Party agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Developing Party which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Developing Party agrees that County shall have access during normal working hours to all necessary Developing Party facilities and shall be provided adequate and appropriate workspace in

order to conduct audits in compliance with the provisions of this section. County shall give Developing Party reasonable advance notice of intended audits.

Exhibits:

A	-	K29 Land
B	-	Highway 29's Land
C	-	Concept Layout of Intersection
D	-	Memorandum of Agreement

[SIGNATURE PAGE FOLLOWS]

EXECUTED by the Parties to be effective as of the date first above written.

K29 1941 INVESTMENTS, LP, a Texas limited partnership

By: K29 GP, LLC, a Texas limited liability company, its General Partner

By: MREM Texas Manager, LLC, a Delaware limited liability company, its Manager

By:_____
James Edward Horne, Vice President

HIGHWAY 29 COMMERCIAL, LLC, a Maryland limited liability company

By:_____
Name: _____
Title: _____

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

K29 LIENHOLDER CONSENT:

INTERNATIONAL BANK OF COMMERCE,
a Texas banking association

By:_____
Printed Name:_____
Title:_____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the _____ day of _____, 2024, by _____, _____ of International Bank of Commerce, a Texas banking association, on behalf of said banking association.

(SEAL)

_____
Notary Public Signature

Exhibit "A"

K29 Land

136.852 ACRES
WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453
GREENLEAF FISK SURVEY, ABSTRACT NO. 5
NOAH SMITHWICK SURVEY, ABSTRACT NO. 590
WILLIAMSON COUNTY, TEXAS

FIELD NOTES

BEING ALL OF THAT CERTAIN 136.852 ACRE TRACT OF LAND, SITUATED IN THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, AND THE NOAH SMITHWICK SURVEY, ABSTRACT NUMBER 590, ALL IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 136.852 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO K29 1941 INVESTMENTS, LP. BY DEED RECORDED IN DOCUMENT 2021170466, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 136.852 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found at the southwest corner of said 136.852 acre tract of land, being at the southeast corner of Lot 1C, Replat of Lot 1, Braun Commercial, a subdivision recorded in Document Number 2015003274, Official Public Records of Williamson County, Texas, same being on the northeast right-of-way line of State Highway 29 (R.O.W. Varies), also being at the westernmost corner of a called 3.150 acre tract of land (Tract 1) conveyed to Williamson County by deed recorded in Document Number 2021026279, Official Public Records of Williamson County, Texas, for the **POINT OF COMMENCEMENT** of the herein described tract of land, and from which a 1/2 inch iron rod found with aluminum cap stamped "WILCO" bears S52°47'18"E, a distance of 3.49 feet,

THENCE, N15°30'52"E, with the common line of said Lot 1C, said 136.852 acre tract, and said 3.150 acre tract of land, a distance of 228.50 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for a southwest corner and the **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch iron rod found with aluminum cap stamped "WILCO" bears S58°44'41"E, a distance of 3.07 feet,

THENCE, N15°30'52"E, with the east line of said Lot 1C, the west line of said 136.852 acre tract of land, the east line of a 2.71 acre tract of land, being a portion of said Lot 1C, conveyed to Williamson County MUD 19 by deed recorded in Document Number 2022110266, Official Public Records, Williamson County, Texas, the east line of Santa Rita Ranch South, Section 13, a subdivision recorded in Document Number 2017112162, Official Public Records, Williamson County, Texas, and the east line of Santa Rita Ranch South, Section 14, a subdivision recorded in Document Number 2016080445, Official Public Records, Williamson County, Texas, a distance of 1705.28 feet to a capped 1/2 inch iron rod found stamped "RJ" for corner,

THENCE, N06°02'12"W, with the west line of said 136.852 acre tract, the east line of said Santa Rita Ranch South, Section 14, the east line of Santa Rita Ranch South, Section 15, a subdivision recorded in Document Number 2015065398, Official Public Records of Williamson County, Texas, and the east line of Santa Rita South Commercial, Replat of Braun Commercial Lot 1A, a subdivision recorded in Document Number 2019114872, Official Public Records of Williamson County, Texas, a distance of 2029.91 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the northernmost corner of said 136.852 acre tract, being at an east corner of Lot 1, Block A, said Santa Rita South Commercial, Replat of Braun Commercial Lot 1A, same being at the beginning of a curve to the left in the southwest right-of-way line of Ronald Reagan Boulevard (R.O.W. Varies), for the northernmost corner of the herein described tract of land,

THENCE, with the common line of said Ronald Reagan Boulevard and said 136.852 acre tract of land, the following eleven (11) courses and distances, numbered 1 through 11,

1) Along said curve to the left, having a radius of 8100.00 feet, an arc length of 522.90 feet, and a chord that bears S37°33'59"E, a distance of 522.81 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears S75°14'57"W, a distance of 1.53 feet,

2) S39°23'49"E, a distance of 1743.71 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at the beginning of a curve to the right, and from which a 1/2 inch iron rod found bears N80°33'02"W, a distance of 0.67 feet,
3) Along said curve to the right, having a radius of 3400.00 feet, an arc length of 295.11 feet, and a chord that bears S36°54'38"E, a distance of 295.02 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears N82°21'40"W, a distance of 0.67 feet,
4) S55°34'34"W, a distance of 45.00 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner at the beginning of a curve to the right,
5) Along said curve to the right, having a radius of 3355.00 feet, an arc length of 1480.74 feet, and a chord that bears S21°46'48"E, a distance of 1468.75 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
6) S09°08'10"E, a distance of 262.34 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
7) S07°42'15"E, a distance of 200.06 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
8) S02°00'40"E, a distance of 403.12 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears S27°29'23"E, a distance of 0.56 feet,
9) S04°50'49"E, a distance of 41.21 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at a northeast corner of a called 7.923 acre tract of land (Tract 2) conveyed to Williamson County in Document Number 2021026279, Official Public Records of Williamson County, Texas, being at the beginning of a curve to the right, for a southeast corner of the herein described tract of land, from which a capped 1/2 inch iron rod found stamped "HAYNIE" on the common line of said Ronald Reagan Boulevard, said 136.852 acre tract of land, and said 7.923 acre tract of land bears S04°50'49"E, a distance of 159.35 feet,

THENCE, over and across said 136.852 acre tract, and with the north line of said 7.923 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the right, having a radius of 620.00 feet, an arc length of 654.67 feet, and a chord that bears S53°03'30"W, a distance of 624.67 feet to a 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the beginning of a curve to the right,
2) Along said curve to the right, having a radius of 2490.00 feet, an arc length of 236.13 feet, and a chord that bears N76°23'35"W, a distance of 236.04 feet to a 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the beginning of a curve to the right, and
3) Along said curve to the right, having a radius of 2255.00 feet, an arc length of 142.46 feet, and a chord that bears N72°06'47"W, a distance of 142.43 feet to a capped 1/2 inch iron rod set stamped "SETSTONE" in an interior line of said 136.852 acre tract, being in the north line of said 7.923 acre tract of land, same being at an east corner of a called 3.764 acre tract of land (Tract 3) conveyed to K29 1941 Investments, LP. by deed recorded in Document Number 2021170466, Official Public Records of Williamson County, Texas, for a south corner of the herein described tract of land,

THENCE, N36°40'06"E, with the common line of said 136.852 acre tract of land and said 3.764 acre tract of land, a distance of 125.79 feet to a 1/2 inch iron rod found at the easternmost corner of said 3.764 acre tract of land, for a southern interior corner of the herein described tract of land,

THENCE, N59°21'21"W, with the common line of said 136.852 acre tract of land and said 3.764 acre tract of land, passing the northernmost corner of said 3.764 acre tract of land, being at the easternmost corner of a called 5.00 acre tract of land conveyed to LB Woodlands LLC by deed recorded in Document Number 2021094661, Official Public Records, Williamson County, Texas, and continuing for a total distance of 1172.52 feet to a 1/2 inch iron rod found at the northernmost corner of said 5.00 acre tract of land, being at a southern interior corner of said 136.852 acre tract of land, for a southern interior corner of the herein described tract of land,

THENCE, S30°39'39"W, with the common line of said 136.852 acre tract and said 5.00 acre tract of land, a distance of 158.27 feet to 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the northeast corner of said 3.150 acre tract, being in the west line of said 5.00 acre tract, same being at an angle corner on the south line of said 136.852 acre tract of land, for a southern corner of the herein described tract of land,

THENCE, N58°44'41"W, with the common line of said 136.852 acre tract, and said 3.150 acre tract of land, a distance of 655.84 feet to the **POINT OF BEGINNING** and containing 136.852 acres of land, as shown on the attached sketch.

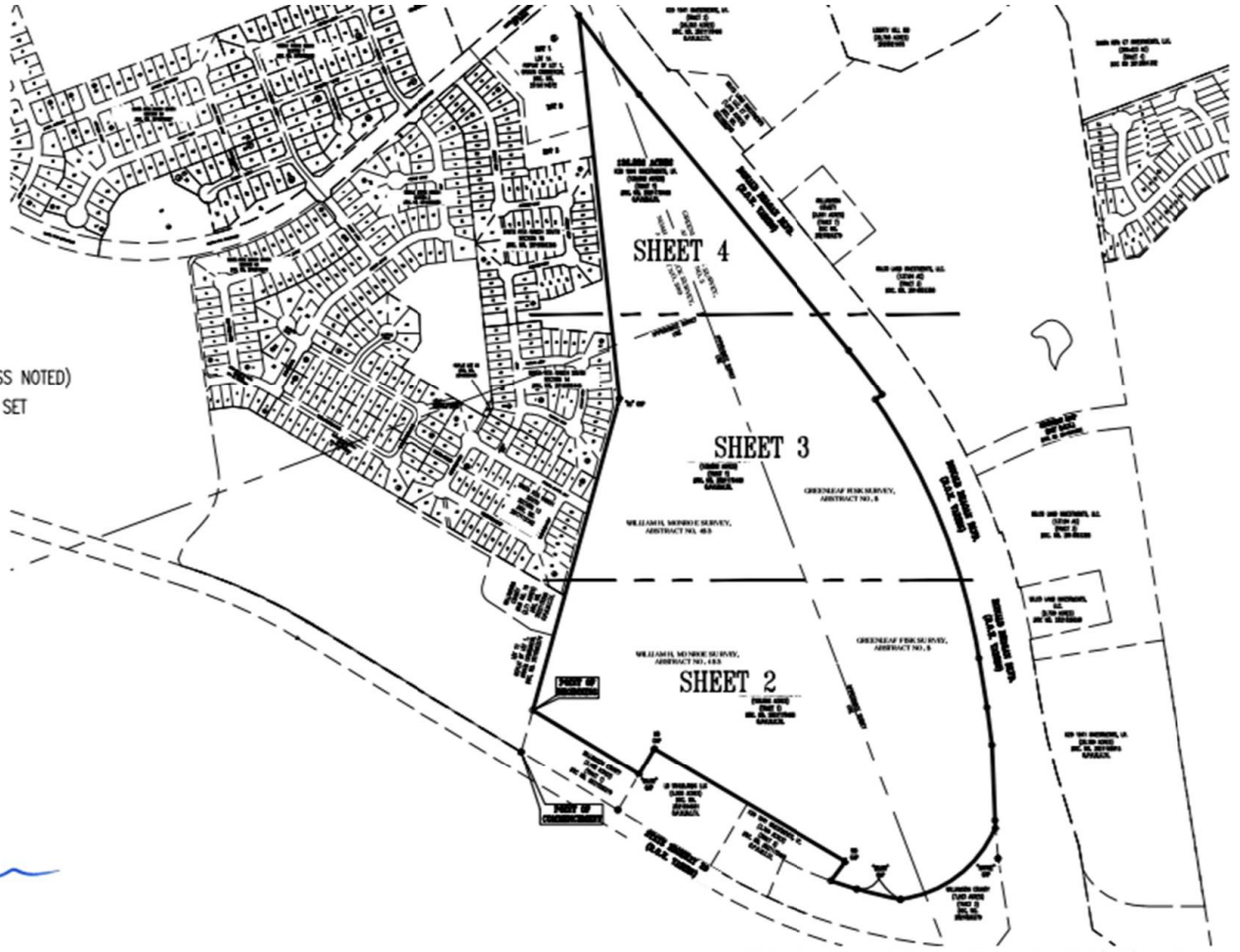
Surveyed by: _____ 9/1/2023

Aaron V. Thomason; R.P.L.S. NO. 6214
Carlson; Brigance and Doering; Inc.
Reg. # 10024900
5501 West William Cannon
Austin; TX 78749
Ph: 512-280-5160
Aaron@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

J: AC3D\5351\SURVEY\FIELD NOTES\FN – 136.852 ACRE – K29.doc

SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 800'

LEGEND

- ● CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS NOTED)
- ○ CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- △ CALCULATED POINT

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

9/1/2023

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
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Civil Engineering ◆ Surveying
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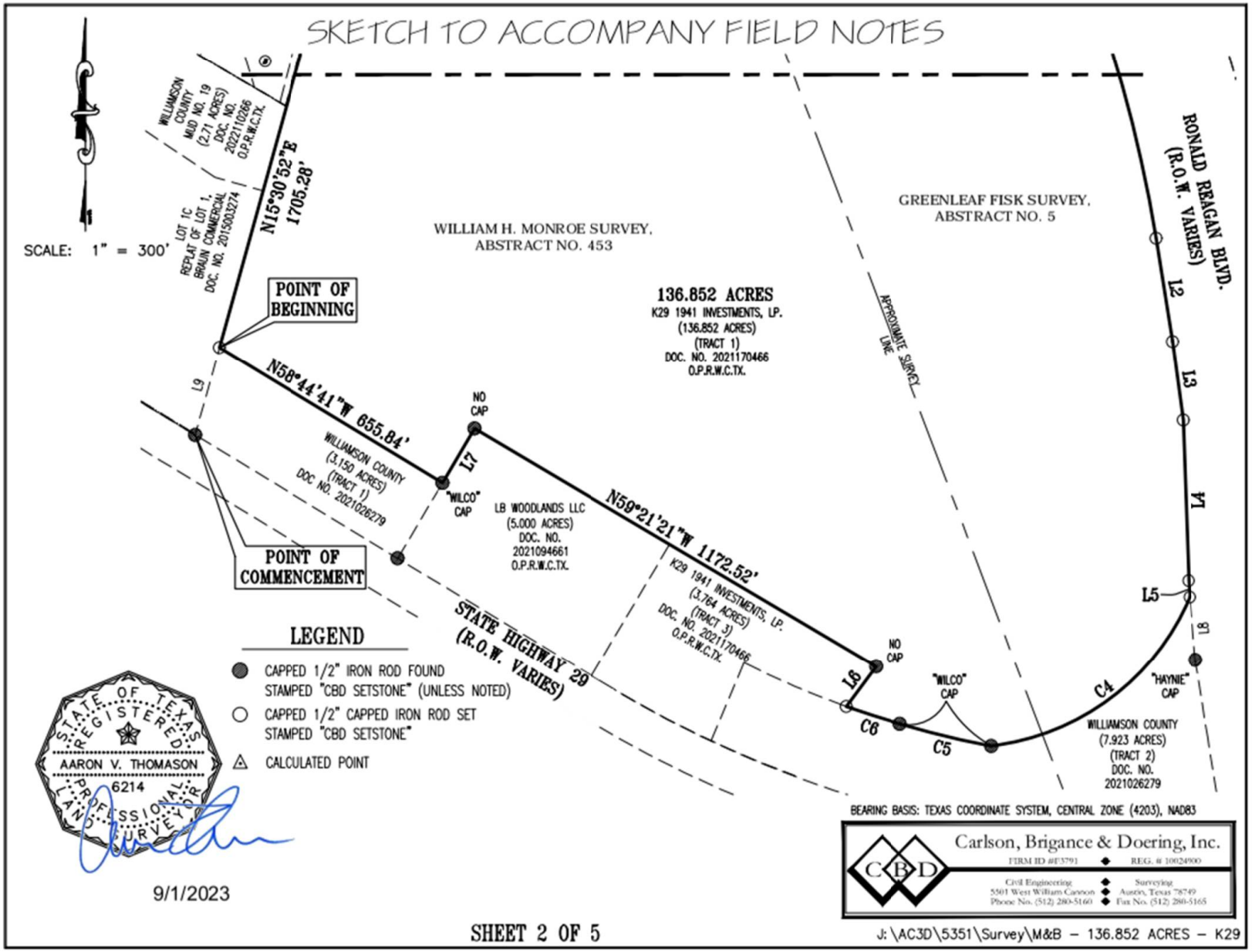
SHEET 1 OF 5

J:\AC3D\5351\Survey\M&B – 136.852 ACRES – K29

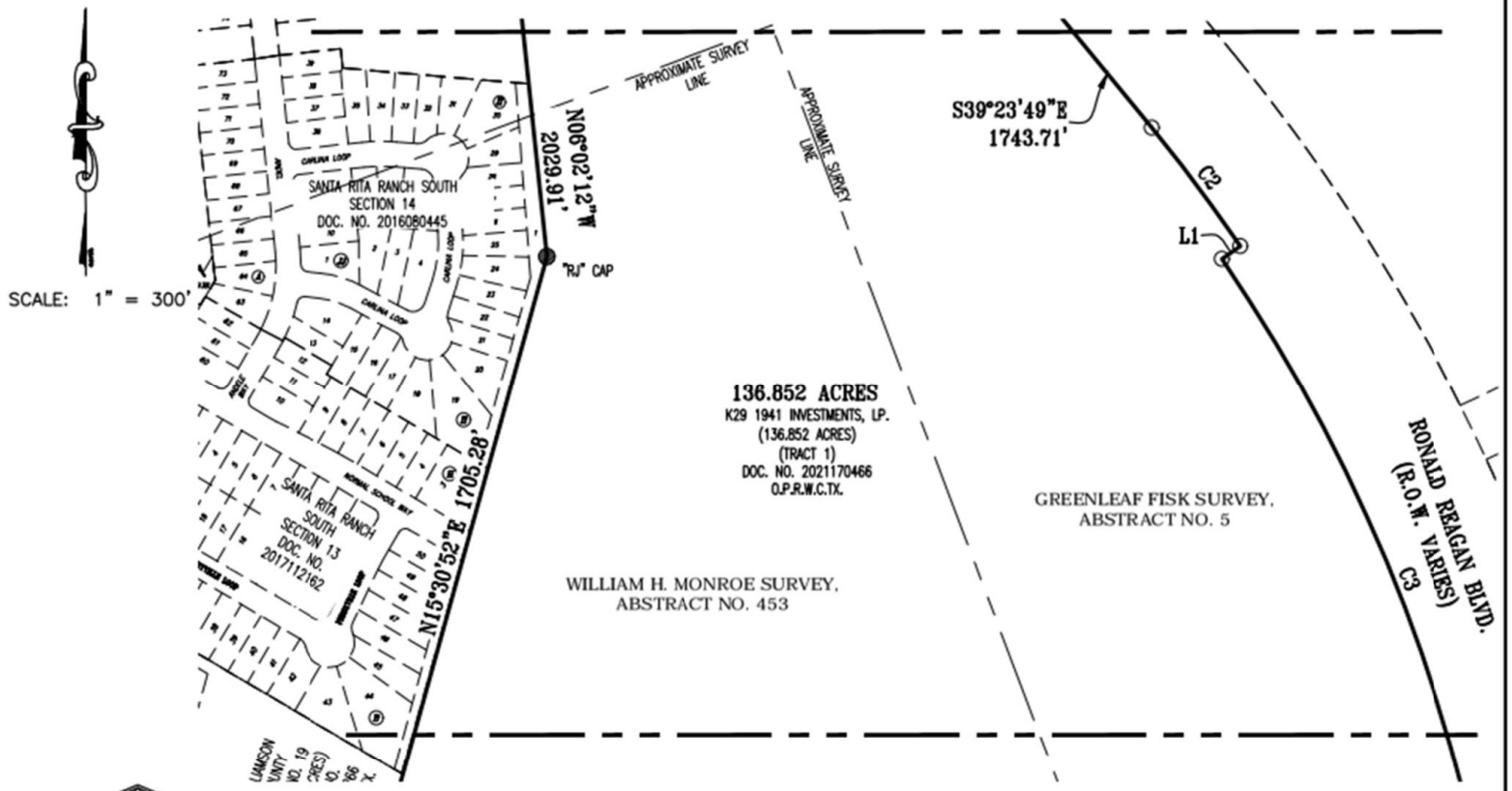
4895-2555-6415, v. 1 14888-7912-4929, v. 1

SKETCH TO ACCOMPANY FIELD NOTES



4895-2555-6415, v. 14888-7912-4929, v. 1

SKETCH TO ACCOMPANY FIELD NOTES



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

9/1/2023

LEGEND

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- ○ CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- △ CALCULATED POINT

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

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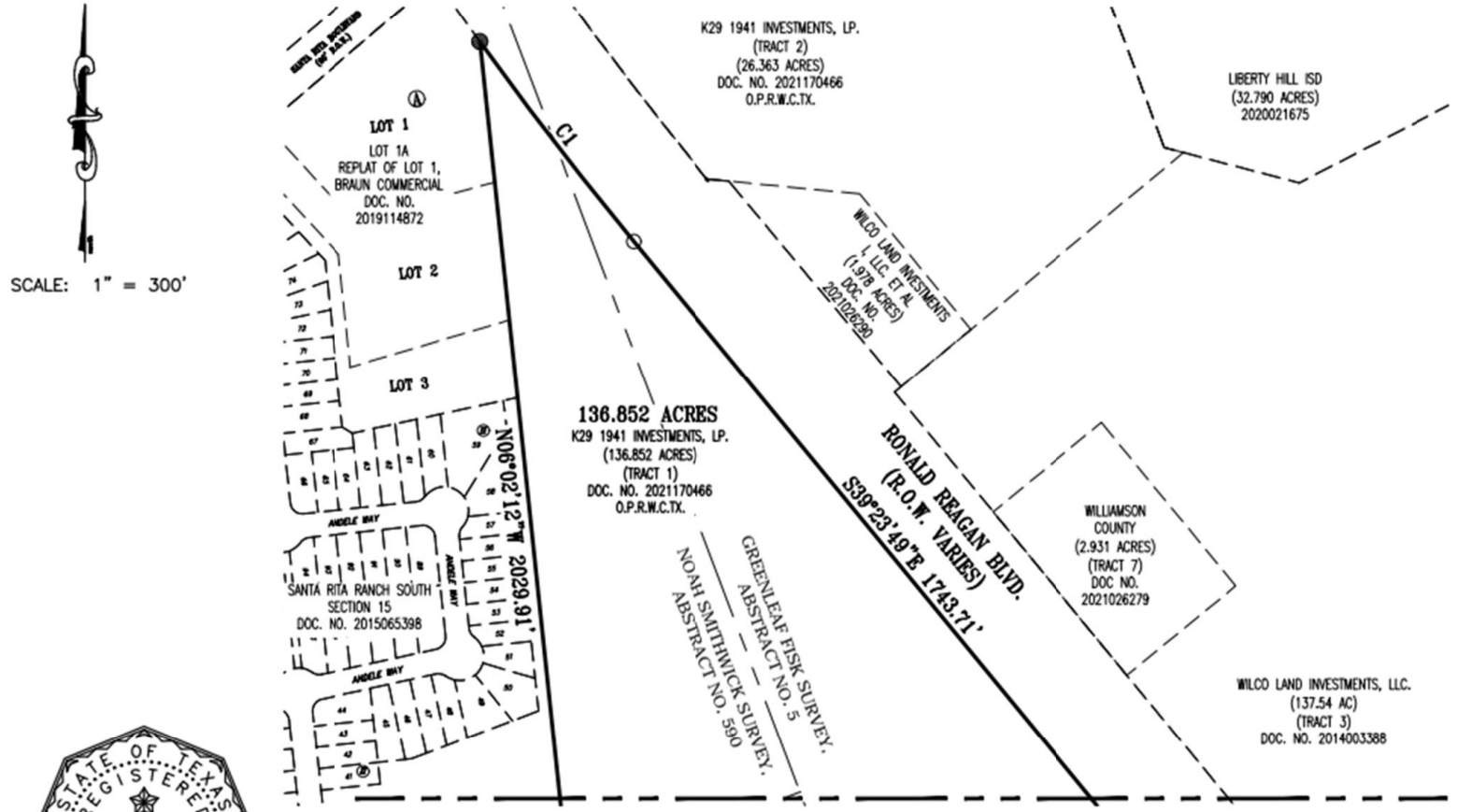
SHEET 3 OF 5

J:\AC3D\5351\Survey\M&B – 136.852 ACRES – K29

4895-2555-6415, v. 1 4888-7912-4929, v. 1

SKETCH TO ACCOMPANY FIELD NOTES



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

9/1/2023

LEGEND

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- ○ CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- △ CALCULATED POINT

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

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SHEET 4 OF 5

J:\AC3D\5351\Survey\M&B – 136.852 ACRES – K29

4895-2555-6415, v. 1 14888-7912-4929, v. 1

SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	45.00	S55°34'34"W
L2	262.34	S09°08'10"E
L3	200.06	S07°42'15"E
L4	403.12	S02°00'40"E
L5	41.21	S04°50'49"E
L6	125.79	N36°40'06"E
L7	158.27	S30°39'39"W
L8	159.35	S04°50'49"E
L9	228.50	N15°30'52"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	522.90	8100.00	S37°33'59"E	522.81	261.54	3°41'55"
C2	295.11	3400.00	S36°54'38"E	295.02	147.65	4°58'23"
C3	1480.74	3355.00	S21°46'48"E	1468.75	752.63	25°17'16"
C4	654.67	620.00	S53°03'30"W	624.67	361.57	60°29'58"
C5	236.13	2490.00	N76°23'35"W	236.04	118.15	5°26'00"
C6	142.46	2255.00	N72°06'47"W	142.43	71.25	3°37'11"

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

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SHEET 5 OF 5

J:\AC3D\5351\Survey\M&B – 136.852 ACRES – K29

4895-2555-6415, v. 1 14888-7912-4929, v. 1

Exhibit "B"

Highway 29 Land

50.787 Acres (2,212,274 square feet) of land out of the William H. Monroe Survey, Abstract No. 453, being described as all of the remaining portions of those certain 52.35 Acre and 0.881 Acre tracts of land described in a deed to Zekelman Property Leander 53, LLC, dated August 24, 2021, recorded in Document No. 2021128467 of the Official Public Records of Williamson County, Texas, said 50.787 Acres being more particularly described as follows:

BEGINNING at the northwest corner of said 52.35 Acres, same being the northeast corner of a 10.97 Acre tract of land described in a deed to Global Investors Hwy29, LLC, dated March 10, 2021, and recorded in Document No. 2021035361 of the Official Public Records of Williamson County, Texas, same being a point in the southwesterly line of State Highway 29, a variable-width public right-of-way, said corner being marked by a found 1/2" iron rod;

THENCE S 58°43'28" E 996.25' with the northeast line of said 52.35 Acres and the southwest line of said Highway 29 to the beginning of a curve to the left, said corner being marked by a found 1/2" iron rod;

THENCE with the curving southwest line of said Highway 29, said curve having an **ARC LENGTH** of **430.45'**, a **RADIUS** of **2914.79'**, a **CHORD BEARING** of **S 63°01'13" E**, and a **CHORD LENGTH** of **430.06'**, at an arc length of 286.18' passing the northeast corner of said 52.35 Acres and the northwest corner of said 0.881 Acres, said corner being marked by a found 1/2" Iron Rod, and continuing 144.27' to the northeast corner of said 0.881 Acres, same being the northernmost northwest corner of the remaining portion of that certain 32.266 Acre tract of land described in a deed to Gateway 29 Real Estate, LLC, dated February 8, 2021, recorded in Document No. 2021019843 of the Official Public Records of Williamson County, Texas, same being the north corner of that certain 2.457 Acre tract of land described in a deed to Gateway 29 Real Estate LLC, dated July 12, 2023, recorded in Document No. 2023061605 of the Official Public Records of Williamson County, Texas for the northeast corner hereof, said corner being marked by a found 1/2" iron rod;

THENCE S 14°35'16" W 327.37' with the westerly line of said 2.457 Acres and an easterly line of said remaining portions of 52.35 Acres and 0.881 Acres, at 37.89' passing the southwesterly line of said remaining portion of 0.881 Acres and a northeasterly line of said 52.35 Acres, continuing to the southwest corner of said 2.457

Acres, for an interior corner hereof, said corner being marked by an iron rod found with plastic identifier cap stamped, "LJA SURVEYING";
THENCE S 75°24'05" E 653.99' with the southerly line of said 2.457 Acres and a northerly line of said remaining portions of 52.35 Acres and 0.881 Acres, at 589.91' passing a northeasterly line of said remaining portion of 52.35 Acres and the southwesterly line of said remaining portion of 0.881 Acres, continuing to a point in the southwesterly line of said remaining portion of 32.266 Acres for the southeast corner of said 2.457 Acres and a northeast corner hereof, said corner being marked by an iron rod found with plastic identifier cap stamped, "LJA SURVEYING";

THENCE S 48°48'42" E 495.18' with the northeast line of said 0.881 Acres and a southwest line of said 32.266 Acres to the southeast corner of said 0.881 Acres, for the southeast corner hereof, said corner being marked by an iron rod found with identifier cap stamped, "DIAMOND SURVEYING";

THENCE S 41°09'09" W 29.59' with the southeast line of said remaining portion of 0.881 Acres and a northwest line of said remaining portion of 32.266 Acres, to the southwest corner of said remaining portion of 0.881 Acres and the southeast corner of said remaining portion of 52.35 Acres, said corner being marked by an iron rod found with identifier cap stamped, "DIAMOND SURVEYING";

THENCE S 69°56'04" W 364.77' with a southeasterly line of said remaining portion of 52.35 Acres to a south corner of said tract, said corner being marked by a found 1/2" iron rod, and from which a 1-1/2" iron pipe found marking an interior corner of a 14.000 Acre tract described in a deed to Zekelman Property Leander 53, LLC, dated October 15, 2021, recorded under Document No. 2021159540 of the Official Public Records of Williamson County, Texas, bears N 28°03'01" W 0.76'

THENCE N 76°09'11" W 1939.61' with a southwest line of said remaining portion of 52.35 Acres, at 945.57' passing 0.24' to the left of a 1/2" iron rod found marking the northwest corner of said 14.000 Acres, same being the northeast corner of Kauffman Loop, a 100'-wide public right-of-way recorded in Document No. 2021128467 of the Official Public Records of Williamson County, Texas; at 1066.34' passing an iron rod with identifier cap stamped, "RPLS 2218", found marking the northwest corner of said Kauffman Loop; at 1823.95' passing a found 1/2" iron rod; and continuing to an interior corner of said remaining portion of 52.35 Acres, said corner being marked by a found 1/2" iron rod;

THENCE S 31°16'38" W 730.17' with a southeast line of said remaining portion of 52.35 Acres, at 270.08' passing a found 1/2" iron rod, and continuing to the southernmost southwest corner of said remaining portion of 52.35 Acres, same being a point in the northeast line of Lot 33, Block A of Bonnet Tract Subdivision, a subdivision located in the City of Leander, according to the map or plat thereof, recorded in Document No. 2020107539 of the Official Public Records of Williamson County, Texas, said corner being marked by a found 1/2" iron rod;

THENCE with a southwest line of said remaining portion of 52.35 Acres and the northeast line of said Bonnet Tract Subdivision, the following **TWO (2) COURSES AND DISTANCES**:

N 20°36'10" W 396.87' to a point in said common line between the remaining portion of 52.35 Acres and Bonnet Tract, said corner being marked by a found 1/2" iron rod;

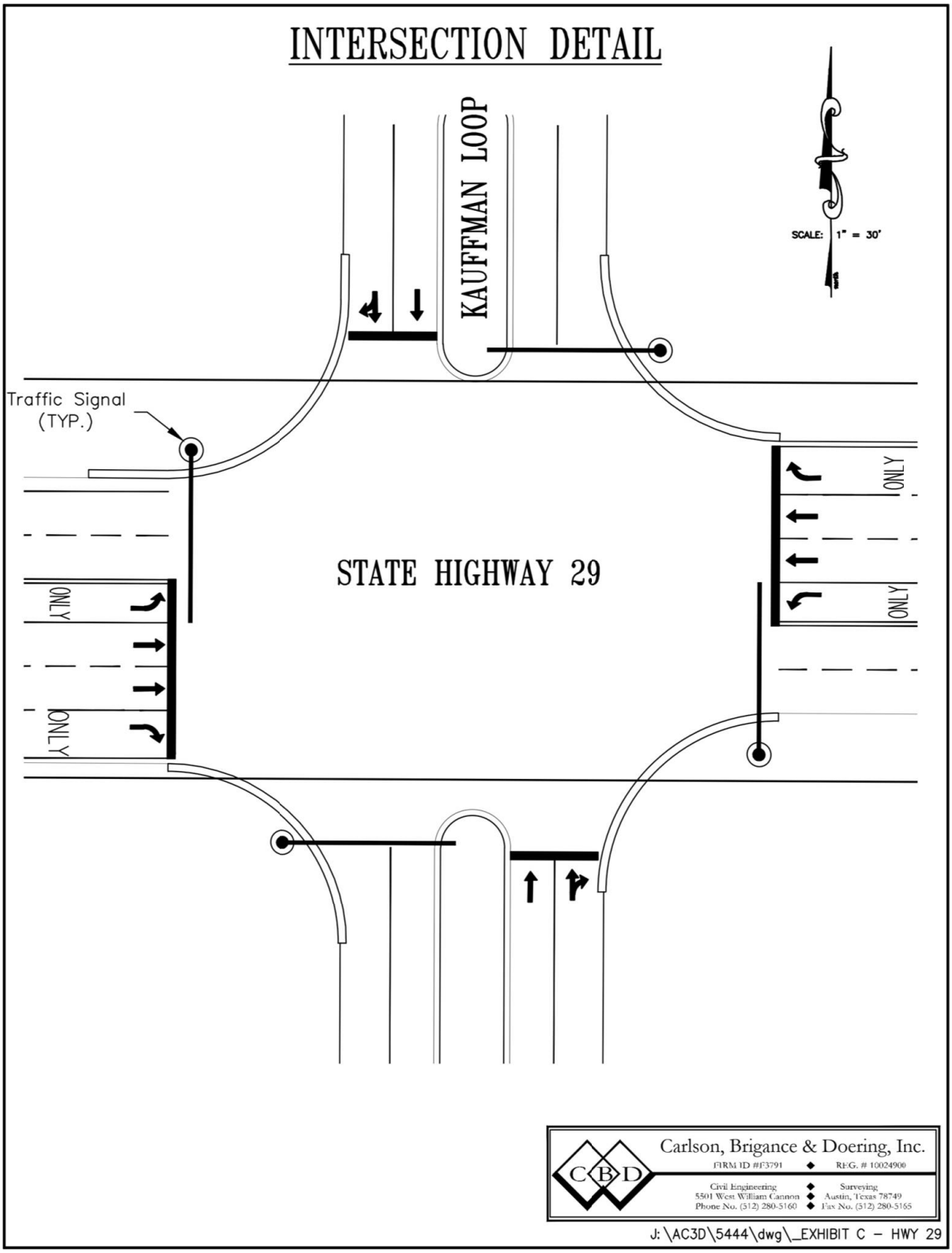
N 20°11'30" W 303.24' to the westernmost southwest corner of said remaining portion of 52.35 Acres, same being the southeast corner of said 10.97 Acres, for the westerly-most southwest corner hereof, said corner being marked by a found 1/2" iron rod;

THENCE N 31°15'28" E 1370.14' with the northwest line of said remaining portion of 52.35 Acres and the southeast line of said 10.97 Acres to the **POINT OF BEGINNING** of the herein described tract of land, said tract containing **50.787 Acres (2,212,274 Square Feet)**, more or less. Bearings are relative to the State Plane Coordinate System, North American Datum of 1983(2011), Texas Central Zone (4203). Distances and areas reflect the application of a combined scale factor of 1.00012 and thus represent surface measurements.

Exhibit “C”

Concept Layout of the Intersection

INTERSECTION DETAIL



Carlson, Brigance & Doering, Inc.
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Civil Engineering ◆ Surveying
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Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5444\dwg_EXHIBIT C – HWY 29

Exhibit "D"

Memorandum of Agreement

MEMORANDUM OF TRAFFIC CONTROL IMPROVEMENTS AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILIAMSON §

Notice is hereby given that K29 1941 Investments, LP, a Texas limited partnership (hereinafter, "*K29*"), Highway 29 Commercial, LLC, a Maryland limited liability company (hereinafter, "*Highway 29*"), and Williamson County, Texas, a political subdivision organized and existing under the laws of the State of Texas (hereinafter, "*County*"), have entered into a Traffic Control Improvements Agreement ("*Traffic Control Agreement*") with respect to the property owned by K29 which is more fully described on Exhibit A, attached hereto and incorporated herein by reference (the "*K29 Land*") and the property owned by Highway 29 which is more fully described on Exhibit B, attached hereto and incorporated herein by reference (the "*Highway 29 Land*"). The Traffic Control Agreement provides, among other things, for the construction and financing by K29, Highway 29, and the County of a certain traffic signaling device(s) and other necessary and associated improvements (the "*Traffic Control Improvements*") at the intersection of Texas State Highway 29 and Kauffman Loop, east of Ronald Reagan Boulevard, in Williamson County, Texas.

The provisions of the Traffic Control Agreement constitute covenants running with the land comprising the K29 Land and the Highway 29 Land, and all of the provisions of the Traffic Control Agreement will be binding upon and inure to the benefit of K29, Highway 29, their respective successors and assigns, and the subsequent owner(s) of all or any part of the K29 Land and the Highway 29 Land until the full completion of the Traffic Control Improvements and acceptance of same by the County.

This instrument does not alter, amend or modify the Traffic Control Agreement, but is executed for the purpose of confirming and giving notice of the Traffic Control Agreement, and the fact that the obligations arising thereunder will run with the land comprising the K29 Land and the Highway 29 Land.

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K29 1941 INVESTMENTS, LP, a Texas limited partnership

By: K29 GP, LLC, a Texas limited liability company, its General Partner

By: MREM Texas Manager, LLC, a Delaware limited liability company, its Manager

By:_____
James Edward Horne, Vice President

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, as Manager of K29 GP, LLC, a Texas limited liability company, the General Partner of K29 1941 Investments LP, a Texas limited partnership, on behalf of said company and limited partnership.

(SEAL)

_____
Notary Public, State of Texas

1.

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K29 LIENHOLDER CONSENT:

INTERNATIONAL BANK OF COMMERCE, a Texas banking association

By:_____
Printed Name:_____
Title:_____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2024, by _____, _____ of International Bank of Commerce, a Texas banking association, on behalf of said banking association.

(SEAL)

_____
Notary Public Signature

HIGHWAY 29 COMMERCIAL, LLC,
a Maryland limited liability company

By:_____
Name: _____
Title: _____

THE STATE OF MARYLAND §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, _____ of Highway 29 Commercial, a Maryland limited liability company, on behalf of said company.

(SEAL)

_____
Notary Public, State of Maryland

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WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2024, by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

(SEAL)

_____
Notary Public, State of Texas

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Exhibit "A"

K29 Land

136.852 ACRES
WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453
GREENLEAF FISK SURVEY, ABSTRACT NO. 5
NOAH SMITHWICK SURVEY, ABSTRACT NO. 590
WILLIAMSON COUNTY, TEXAS

FIELD NOTES

BEING ALL OF THAT CERTAIN 136.852 ACRE TRACT OF LAND, SITUATED IN THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, AND THE NOAH SMITHWICK SURVEY, ABSTRACT NUMBER 590, ALL IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 136.852 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO K29 1941 INVESTMENTS, LP. BY DEED RECORDED IN DOCUMENT 2021170466, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 136.852 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found at the southwest corner of said 136.852 acre tract of land, being at the southeast corner of Lot 1C, Replat of Lot 1, Braun Commercial, a subdivision recorded in Document Number 2015003274, Official Public Records of Williamson County, Texas, same being on the northeast right-of-way line of State Highway 29 (R.O.W. Varies), also being at the westernmost corner of a called 3.150 acre tract of land (Tract 1) conveyed to Williamson County by deed recorded in Document Number 2021026279, Official Public Records of Williamson County, Texas, for the **POINT OF COMMENCEMENT** of the herein described tract of land, and from which a 1/2 inch iron rod found with aluminum cap stamped "WILCO" bears S52°47'18"E, a distance of 3.49 feet,

THENCE, N15°30'52"E, with the common line of said Lot 1C, said 136.852 acre tract, and said 3.150 acre tract of land, a distance of 228.50 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for a southwest corner and the **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch iron rod found with aluminum cap stamped "WILCO" bears S58°44'41"E, a distance of 3.07 feet,

THENCE, N15°30'52"E, with the east line of said Lot 1C, the west line of said 136.852 acre tract of land, the east line of a 2.71 acre tract of land, being a portion of said Lot 1C, conveyed to Williamson County MUD 19 by deed recorded in Document Number 2022110266, Official Public Records, Williamson County, Texas, the east line of Santa Rita Ranch South, Section 13, a subdivision recorded in Document Number 2017112162, Official Public Records, Williamson County, Texas, and the east line of Santa Rita Ranch South, Section 14, a subdivision recorded in Document Number 2016080445, Official Public Records, Williamson County, Texas, a distance of 1705.28 feet to a capped 1/2 inch iron rod found stamped "RJ" for corner,

THENCE, N06°02'12"W, with the west line of said 136.852 acre tract, the east line of said Santa Rita Ranch South, Section 14, the east line of Santa Rita Ranch South, Section 15, a subdivision recorded in Document Number 2015065398, Official Public Records of Williamson County, Texas, and the east line of Santa Rita South Commercial, Replat of Braun Commercial Lot 1A, a subdivision recorded in Document Number 2019114872, Official Public Records of Williamson County, Texas, a distance of 2029.91 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the northernmost corner of said 136.852 acre tract, being at an east corner of Lot 1, Block A, said Santa Rita South Commercial, Replat of Braun Commercial Lot 1A, same being at the beginning of a curve to the left in the southwest right-of-way line of Ronald Reagan Boulevard (R.O.W. Varies), for the northernmost corner of the herein described tract of land,

THENCE, with the common line of said Ronald Reagan Boulevard and said 136.852 acre tract of land, the following eleven (11) courses and distances, numbered 1 through 11,

1) Along said curve to the left, having a radius of 8100.00 feet, an arc length of 522.90 feet, and a chord that bears S37°33'59"E, a distance of 522.81 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears S75°14'57"W, a distance of 1.53 feet,

2) S39°23'49"E, a distance of 1743.71 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at the beginning of a curve to the right, and from which a 1/2 inch iron rod found bears N80°33'02"W, a distance of 0.67 feet,
3) Along said curve to the right, having a radius of 3400.00 feet, an arc length of 295.11 feet, and a chord that bears S36°54'38"E, a distance of 295.02 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears N82°21'40"W, a distance of 0.67 feet,
4) S55°34'34"W, a distance of 45.00 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner at the beginning of a curve to the right,
5) Along said curve to the right, having a radius of 3355.00 feet, an arc length of 1480.74 feet, and a chord that bears S21°46'48"E, a distance of 1468.75 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
6) S09°08'10"E, a distance of 262.34 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
7) S07°42'15"E, a distance of 200.06 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
8) S02°00'40"E, a distance of 403.12 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears S27°29'23"E, a distance of 0.56 feet,
9) S04°50'49"E, a distance of 41.21 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at a northeast corner of a called 7.923 acre tract of land (Tract 2) conveyed to Williamson County in Document Number 2021026279, Official Public Records of Williamson County, Texas, being at the beginning of a curve to the right, for a southeast corner of the herein described tract of land, from which a capped 1/2 inch iron rod found stamped "HAYNIE" on the common line of said Ronald Reagan Boulevard, said 136.852 acre tract of land, and said 7.923 acre tract of land bears S04°50'49"E, a distance of 159.35 feet,

THENCE, over and across said 136.852 acre tract, and with the north line of said 7.923 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

1) Along said curve to the right, having a radius of 620.00 feet, an arc length of 654.67 feet, and a chord that bears S53°03'30"W, a distance of 624.67 feet to a 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the beginning of a curve to the right,
2) Along said curve to the right, having a radius of 2490.00 feet, an arc length of 236.13 feet, and a chord that bears N76°23'35"W, a distance of 236.04 feet to a 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the beginning of a curve to the right, and
3) Along said curve to the right, having a radius of 2255.00 feet, an arc length of 142.46 feet, and a chord that bears N72°06'47"W, a distance of 142.43 feet to a capped 1/2 inch iron rod set stamped "SETSTONE" in an interior line of said 136.852 acre tract, being in the north line of said 7.923 acre tract of land, same being at an east corner of a called 3.764 acre tract of land (Tract 3) conveyed to K29 1941 Investments, LP. by deed recorded in Document Number 2021170466, Official Public Records of Williamson County, Texas, for a south corner of the herein described tract of land,

THENCE, N36°40'06"E, with the common line of said 136.852 acre tract of land and said 3.764 acre tract of land, a distance of 125.79 feet to a 1/2 inch iron rod found at the easternmost corner of said 3.764 acre tract of land, for a southern interior corner of the herein described tract of land,

THENCE, N59°21'21"W, with the common line of said 136.852 acre tract of land and said 3.764 acre tract of land, passing the northernmost corner of said 3.764 acre tract of land, being at the easternmost corner of a called 5.00 acre tract of land conveyed to LB Woodlands LLC by deed recorded in Document Number 2021094661, Official Public Records, Williamson County, Texas, and continuing for a total distance of 1172.52 feet to a 1/2 inch iron rod found at the northernmost corner of said 5.00 acre tract of land, being at a southern interior corner of said 136.852 acre tract of land, for a southern interior corner of the herein described tract of land,

THENCE, S30°39'39"W, with the common line of said 136.852 acre tract and said 5.00 acre tract of land, a distance of 158.27 feet to 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the northeast corner of said 3.150 acre tract, being in the west line of said 5.00 acre tract, same being at an angle corner on the south line of said 136.852 acre tract of land, for a southern corner of the herein described tract of land,

THENCE, N58°44'41"W, with the common line of said 136.852 acre tract, and said 3.150 acre tract of land, a distance of 655.84 feet to the **POINT OF BEGINNING** and containing 136.852 acres of land, as shown on the attached sketch.

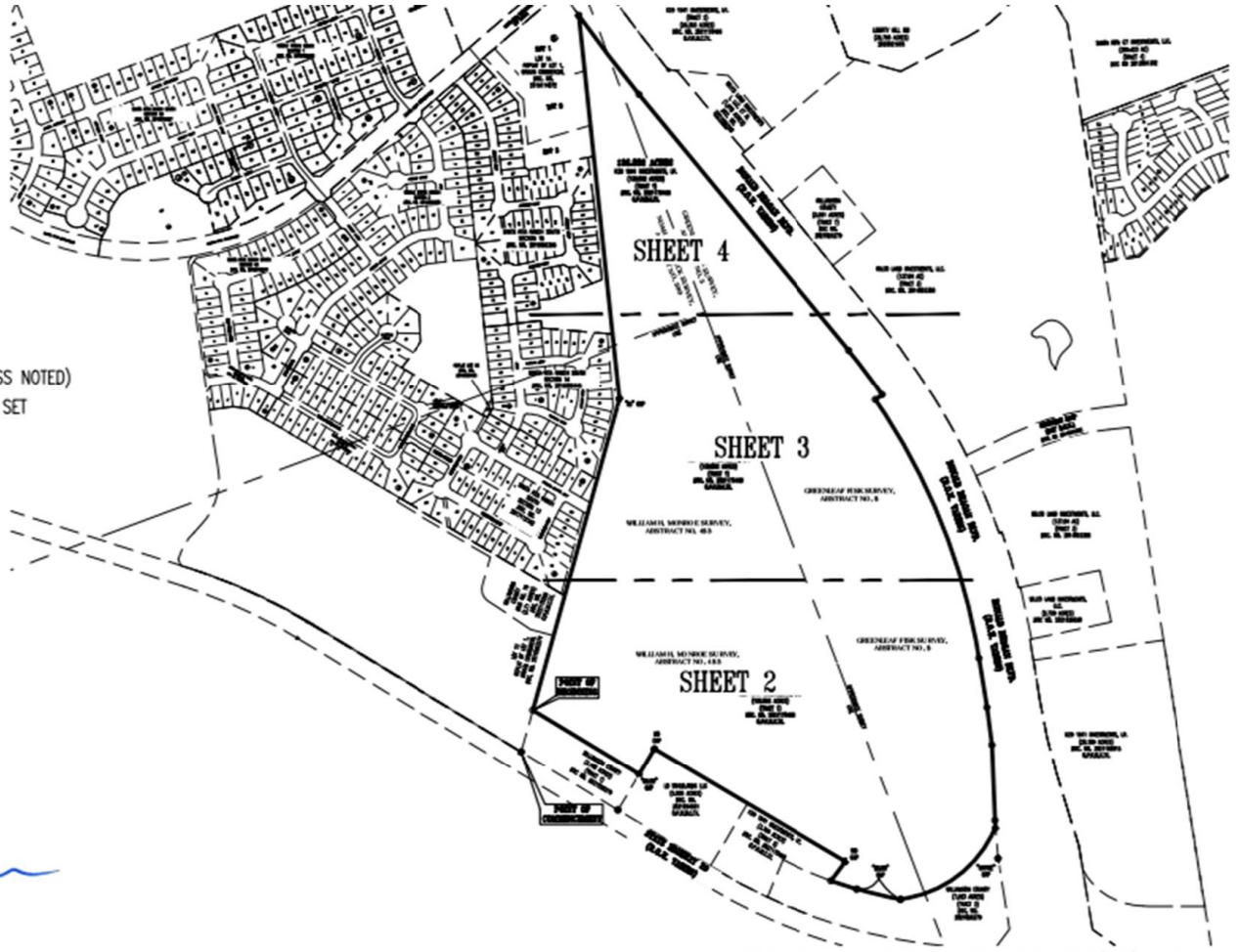
Surveyed by: _____ 9/1/2023

Aaron V. Thomason; R.P.L.S. NO. 6214
Carlson; Brigance and Doering; Inc.
Reg. # 10024900
5501 West William Cannon
Austin; TX 78749
Ph: 512-280-5160
Aaron@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

J: AC3D\5351\SURVEY\FIELD NOTES\FN – 136.852 ACRE – K29.doc

SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 800'

LEGEND

- ● CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS NOTED)
- ○ CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- △ CALCULATED POINT

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

9/1/2023

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

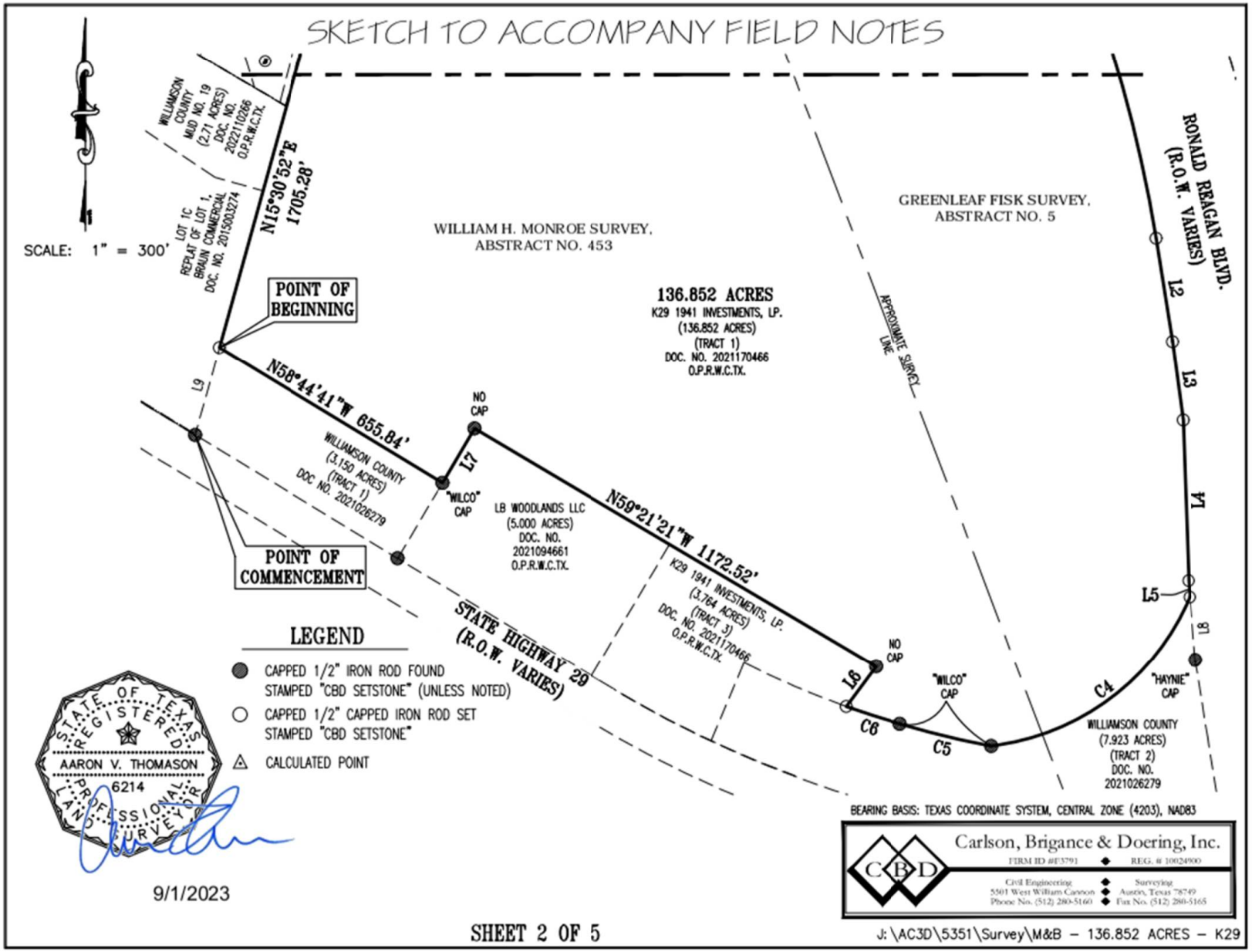
Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET 1 OF 5

J:\AC3D\5351\Survey\M&B – 136.852 ACRES – K29

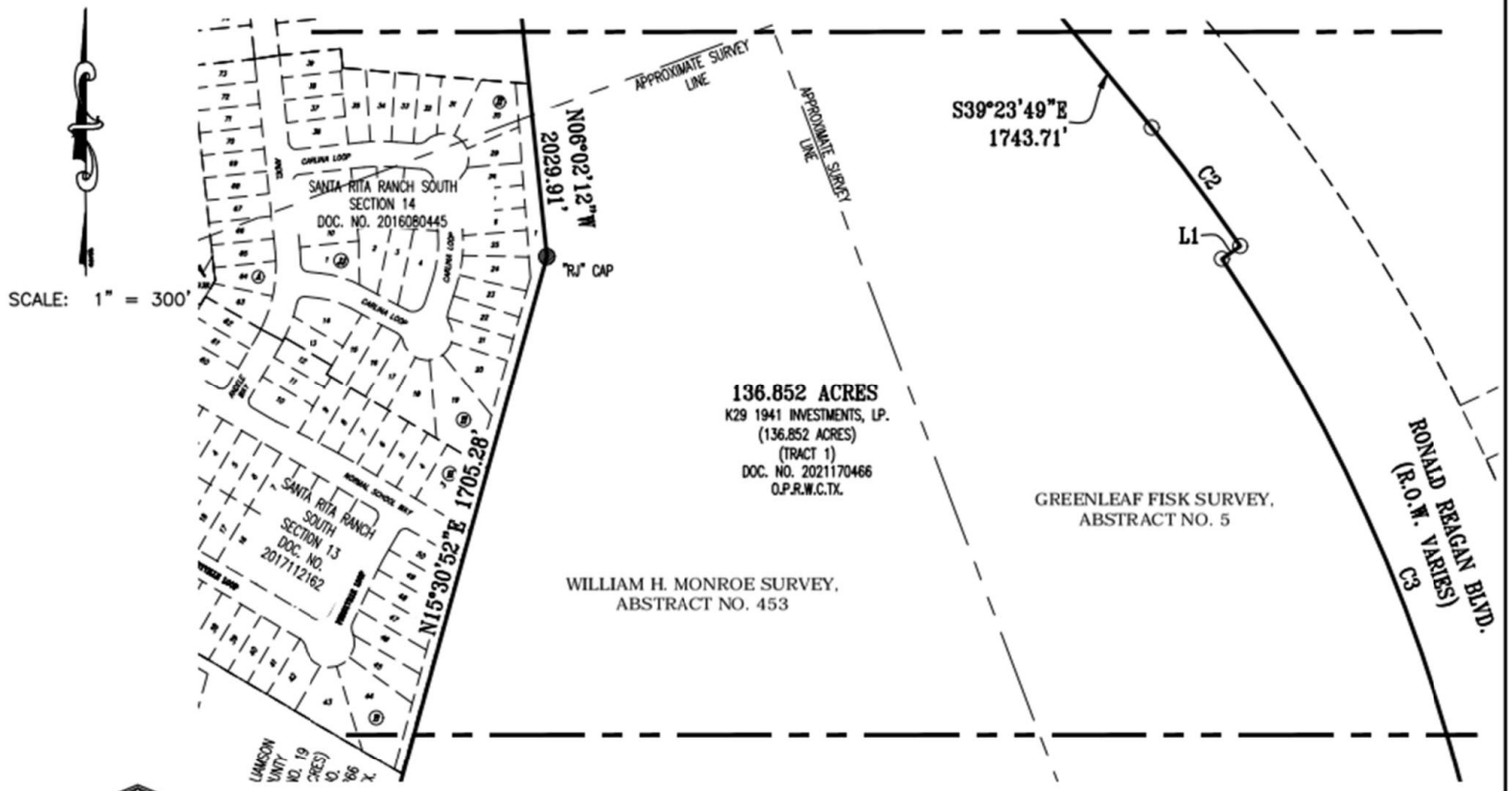
4895-2555-6415, v. 1 14888-7912-4929, v. 1

SKETCH TO ACCOMPANY FIELD NOTES



4895-2555-6415, v. 14888-7912-4929, v. 1

SKETCH TO ACCOMPANY FIELD NOTES



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

9/1/2023

LEGEND

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- ○ CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- △ CALCULATED POINT

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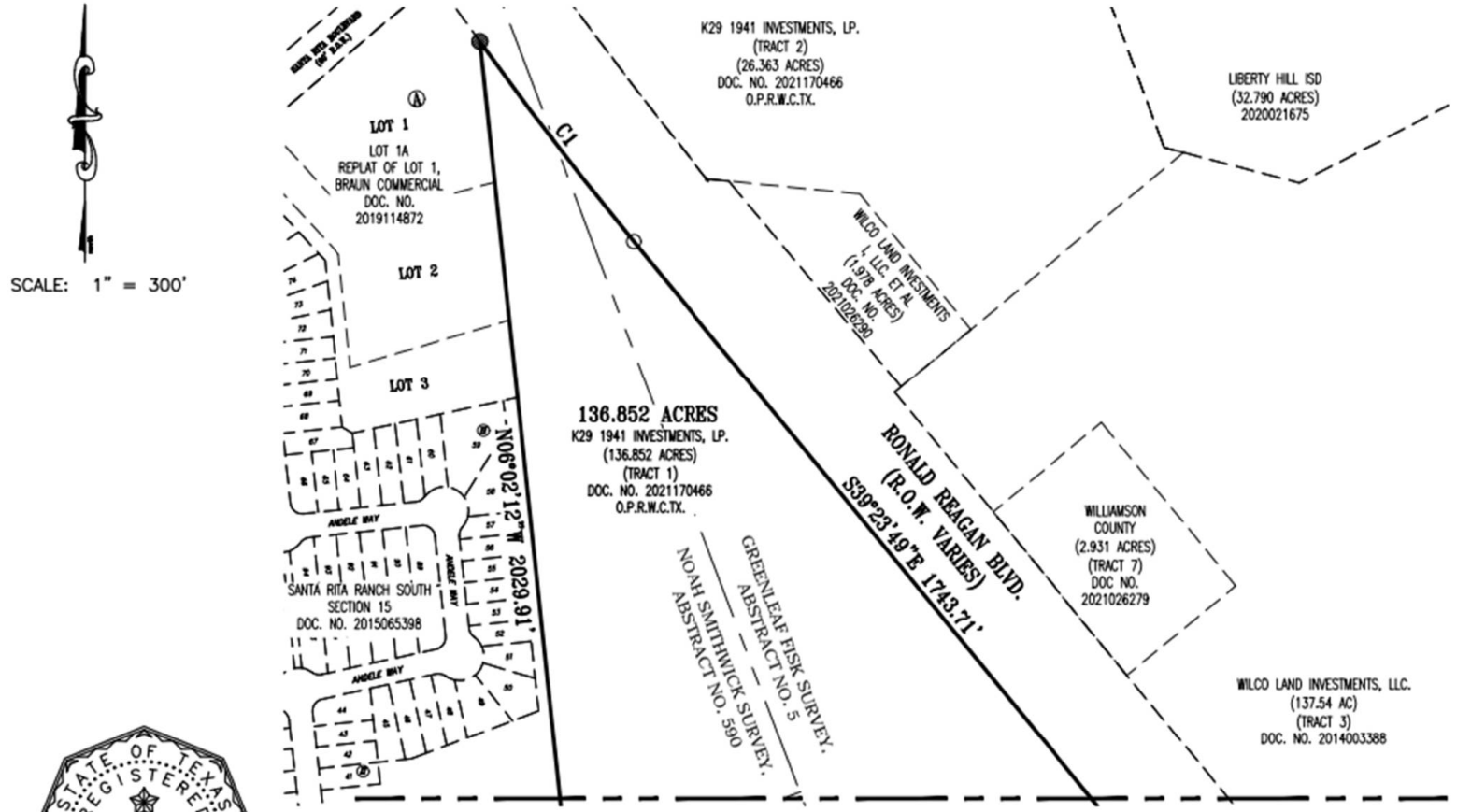
SHEET 3 OF 5

J:\AC3D\5351\Survey\M&B – 136.852 ACRES – K29

4895-2555-6415, v. 1 4888-7912-4929, v. 1

SKETCH TO ACCOMPANY FIELD NOTES



STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

9/1/2023

LEGEND

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- △ CALCULATED POINT

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

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SHEET 4 OF 5

J:\AC3D\5351\Survey\M&B – 136.852 ACRES – K29

4895-2555-6415, v. 1 14888-7912-4929, v. 1

SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	45.00	S55°34'34"W
L2	262.34	S09°08'10"E
L3	200.06	S07°42'15"E
L4	403.12	S02°00'40"E
L5	41.21	S04°50'49"E
L6	125.79	N36°40'06"E
L7	158.27	S30°39'39"W
L8	159.35	S04°50'49"E
L9	228.50	N15°30'52"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	522.90	8100.00	S37°33'59"E	522.81	261.54	3°41'55"
C2	295.11	3400.00	S36°54'38"E	295.02	147.65	4°58'23"
C3	1480.74	3355.00	S21°46'48"E	1468.75	752.63	25°17'16"
C4	654.67	620.00	S53°03'30"W	624.67	361.57	60°29'58"
C5	236.13	2490.00	N76°23'35"W	236.04	118.15	5°26'00"
C6	142.46	2255.00	N72°06'47"W	142.43	71.25	3°37'11"

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

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SHEET 5 OF 5

J:\AC3D\5351\Survey\M&B – 136.852 ACRES – K29

4895-2555-6415, v. 1 14888-7912-4929, v. 1

Exhibit "B"

Highway 29 Land

50.787 Acres (2,212,274 square feet) of land out of the William H. Monroe Survey, Abstract No. 453, being described as all of the remaining portions of those certain 52.35 Acre and 0.881 Acre tracts of land described in a deed to Zekelman Property Leander 53, LLC, dated August 24, 2021, recorded in Document No. 2021128467 of the Official Public Records of Williamson County, Texas, said 50.787 Acres being more particularly described as follows:

BEGINNING at the northwest corner of said 52.35 Acres, same being the northeast corner of a 10.97 Acre tract of land described in a deed to Global Investors Hwy29, LLC, dated March 10, 2021, and recorded in Document No. 2021035361 of the Official Public Records of Williamson County, Texas, same being a point in the southwesterly line of State Highway 29, a variable-width public right-of-way, said corner being marked by a found 1/2" iron rod;

THENCE S 58°43'28" E 996.25' with the northeast line of said 52.35 Acres and the southwest line of said Highway 29 to the beginning of a curve to the left, said corner being marked by a found 1/2" iron rod;

THENCE with the curving southwest line of said Highway 29, said curve having an **ARC LENGTH** of **430.45'**, a **RADIUS** of **2914.79'**, a **CHORD BEARING** of **S 63°01'13" E**, and a **CHORD LENGTH** of **430.06'**, at an arc length of 286.18' passing the northeast corner of said 52.35 Acres and the northwest corner of said 0.881 Acres, said corner being marked by a found 1/2" Iron Rod, and continuing 144.27' to the northeast corner of said 0.881 Acres, same being the northernmost northwest corner of the remaining portion of that certain 32.266 Acre tract of land described in a deed to Gateway 29 Real Estate, LLC, dated February 8, 2021, recorded in Document No. 2021019843 of the Official Public Records of Williamson County, Texas, same being the north corner of that certain 2.457 Acre tract of land described in a deed to Gateway 29 Real Estate LLC, dated July 12, 2023, recorded in Document No. 2023061605 of the Official Public Records of Williamson County, Texas for the northeast corner hereof, said corner being marked by a found 1/2" iron rod;

THENCE S 14°35'16" W 327.37' with the westerly line of said 2.457 Acres and an easterly line of said remaining portions of 52.35 Acres and 0.881 Acres, at 37.89' passing the southwesterly line of said remaining portion of 0.881 Acres and a northeasterly line of said 52.35 Acres, continuing to the southwest corner of said 2.457

Acres, for an interior corner hereof, said corner being marked by an iron rod found with plastic identifier cap stamped, "LJA SURVEYING";
THENCE S 75°24'05" E 653.99' with the southerly line of said 2.457 Acres and a northerly line of said remaining portions of 52.35 Acres and 0.881 Acres, at 589.91' passing a northeasterly line of said remaining portion of 52.35 Acres and the southwesterly line of said remaining portion of 0.881 Acres, continuing to a point in the southwesterly line of said remaining portion of 32.266 Acres for the southeast corner of said 2.457 Acres and a northeast corner hereof, said corner being marked by an iron rod found with plastic identifier cap stamped, "LJA SURVEYING";

THENCE S 48°48'42" E 495.18' with the northeast line of said 0.881 Acres and a southwest line of said 32.266 Acres to the southeast corner of said 0.881 Acres, for the southeast corner hereof, said corner being marked by an iron rod found with identifier cap stamped, "DIAMOND SURVEYING";

THENCE S 41°09'09" W 29.59' with the southeast line of said remaining portion of 0.881 Acres and a northwest line of said remaining portion of 32.266 Acres, to the southwest corner of said remaining portion of 0.881 Acres and the southeast corner of said remaining portion of 52.35 Acres, said corner being marked by an iron rod found with identifier cap stamped, "DIAMOND SURVEYING";

THENCE S 69°56'04" W 364.77' with a southeasterly line of said remaining portion of 52.35 Acres to a south corner of said tract, said corner being marked by a found 1/2" iron rod, and from which a 1-1/2" iron pipe found marking an interior corner of a 14.000 Acre tract described in a deed to Zekelman Property Leander 53, LLC, dated October 15, 2021, recorded under Document No. 2021159540 of the Official Public Records of Williamson County, Texas, bears N 28°03'01" W 0.76'

THENCE N 76°09'11" W 1939.61' with a southwest line of said remaining portion of 52.35 Acres, at 945.57' passing 0.24' to the left of a 1/2" iron rod found marking the northwest corner of said 14.000 Acres, same being the northeast corner of Kauffman Loop, a 100'-wide public right-of-way recorded in Document No. 2021128467 of the Official Public Records of Williamson County, Texas; at 1066.34' passing an iron rod with identifier cap stamped, "RPLS 2218", found marking the northwest corner of said Kauffman Loop; at 1823.95' passing a found 1/2" iron rod; and continuing to an interior corner of said remaining portion of 52.35 Acres, said corner being marked by a found 1/2" iron rod;

THENCE S 31°16'38" W 730.17' with a southeast line of said remaining portion of 52.35 Acres, at 270.08' passing a found 1/2" iron rod, and continuing to the southernmost southwest corner of said remaining portion of 52.35 Acres, same being a point in the northeast line of Lot 33, Block A of Bonnet Tract Subdivision, a subdivision located in the City of Leander, according to the map or plat thereof, recorded in Document No. 2020107539 of the Official Public Records of Williamson County, Texas, said corner being marked by a found 1/2" iron rod;

THENCE with a southwest line of said remaining portion of 52.35 Acres and the northeast line of said Bonnet Tract Subdivision, the following **TWO (2) COURSES AND DISTANCES**:

N 20°36'10" W 396.87' to a point in said common line between the remaining portion of 52.35 Acres and Bonnet Tract, said corner being marked by a found 1/2" iron rod;

N 20°11'30" W 303.24' to the westernmost southwest corner of said remaining portion of 52.35 Acres, same being the southeast corner of said 10.97 Acres, for the westerly-most southwest corner hereof, said corner being marked by a found 1/2" iron rod;

THENCE N 31°15'28" E 1370.14' with the northwest line of said remaining portion of 52.35 Acres and the southeast line of said 10.97 Acres to the **POINT OF BEGINNING** of the herein described tract of land, said tract containing **50.787 Acres (2,212,274 Square Feet)**, more or less. Bearings are relative to the State Plane Coordinate System, North American Datum of 1983(2011), Texas Central Zone (4203). Distances and areas reflect the application of a combined scale factor of 1.00012 and thus represent surface measurements.

Summary report: Litera Compare for Word 11.6.0.100 Document comparison done on 5/23/2024 5:40:12 PM	
Style name: AB Austin	
Intelligent Table Comparison: Active	
Original DMS: nd://4895-2555-6415/1/Kaufman Loop - SH 29 Traffic Imp Agr rev by Boatright 5-14-24 incl Ex C (FINAL).doc	
Description: Kaufman Loop - SH 29 Traffic Imp Agr rev by Boatright 5-14-24 incl Ex C (FINAL)	
Modified DMS: nd://4888-7912-4929/1/Kaufman Loop - SH 29 Traffic Imp Agr rev by Boatright 5-14-24 incl Ex C (FINAL v2 - Auditor Rev 5-23).doc	
Description: Kaufman Loop - SH 29 Traffic Imp Agr rev by Boatright 5-14-24 incl Ex C (FINAL v2 - Auditor Rev 5-23)	
Changes:	
Add	6
~~Delete~~	1
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	7

Commissioners Court - Regular Session **43.**

Meeting Date: 06/18/2024

CR 133 Development Agreement with Hutto 525 Development Partners – Pct 4

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Development Agreement with Hutto 525 Development Partners for improvements to CR 133.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 133 Development Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 11:36 AM
Form Started By: Adam Boatright		Started On: 06/13/2024 11:14 AM
Final Approval Date: 06/13/2024		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT
CR 133 ROAD IMPROVEMENTS

This Development Agreement (this "Agreement") is entered into as of the Effective Date (as defined below), by and between Williamson County, Texas, a political subdivision, ("County") and Hutto 525 Development Partners, a Delaware limited partnership ("Owner"). The County and Owner are each sometimes individually referred to herein as a "Party" and they are sometimes collectively referred to herein as the "Parties".

RECITALS

A. Owner is developing land located adjacent to CR 133 south of FM 1660 in the extraterritorial jurisdiction ("ETJ") of the city of Hutto in Williamson County, Texas (the "Land").

B. Owner desires to construct a residential community on the Land and, in connection therewith, is seeking the County's support and assurances regarding the Owner's ability to construct certain road improvements within the County's portion of the CR 133 right-of-way.

C. Owner and the County desire to enter into this Agreement to set forth the terms and conditions upon which Owner will construct the aforementioned road improvements.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the promises and mutual agreements of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein for all purposes.

2. Certain Definitions. As used in this Agreement, the following terms have the following respective meanings:

a. "Effective Date" means the date on which this Agreement becomes signed by both Parties, as established by reference to the latest of the dates set forth in the acknowledgments of the Parties, below.

b. "Project" means the Flora development, a residential community consisting of approximately 2,700 units,

c. "Property" means the Land, together with all minerals, improvements and personal property located in, on, under or at the Land, whether such minerals, improvements or personal property are owned, leased or possessed by Owner.

d. "Road Project" means the construction and widening of CR 133 to include a turning and deceleration lane to facilitate left turns into the Project by vehicles heading southbound on CR 133 at the proposed Flora Blvd. A location map generally depicting the Road Project is attached as Exhibit "A" and made a part hereof for all purposes. A drawing generally depicting the Road Project located within County's and City's portions of the CR 133 right-of-way is attached hereto as Exhibit "B" and made a part hereof for all purposes.

e. "Road Project Improvements" means the completed widening of, and improvements to, CR 133 located within the County's portion of the existing CR 133 right-of-way, to be constructed during the Road Project, as shown generally on Exhibit "B" attached hereto.

3. County Consideration. In return for Owner's construction of the Road Project Improvements and subsequent dedication of such improvements to the County, County agrees to allow Owner to utilize the County's portion of the CR 133 right-of-way for access to the Project. Upon completion of the Road Project Improvements and passing all inspections, the Road Project Improvements within the County's portion of the CR 133 right-of-way, will be owned, operated, and maintained by the County, until such time as another political entity is obligated to take over maintenance.

4. Term and Termination.

a. This Agreement shall be effective for a term (the "Term") commencing on the Effective Date and expiring upon completion of the Road Project and the County's acknowledgment of completion of the Road Project Improvements, unless terminated earlier in accordance with the terms of this Agreement. In any event, however, the Owner will commence the construction of the Road Improvement Project after the execution of this Agreement by both parties, and shall complete construction of the Road Improvement Project by December 31, 2024 unless an extension of the Term is granted pursuant to the terms set out herein.

b. The County understands and acknowledges that Owner will not commence construction of the Road Project unless and until Owner has obtained all requisite licenses, permits, consents, approvals and authorizations from the appropriate governmental authorities necessary for the lawful construction of the Road Project (collectively, the "Governmental Authorizations"). Notwithstanding anything to the contrary in this Agreement, Owner shall have the right to terminate this Agreement by written notice to the County if Owner has not obtained all Governmental Authorizations by July 1, 2024. Upon any termination of this Agreement by either Party, this Agreement shall become null and void and neither Party shall have any further rights or obligations hereunder.

c. The Term of this Agreement may be extended for an additional period or periods of time upon mutual written agreement of the Parties hereto.

5. Development Standards. Owner agrees to design and construct the Road Project in full compliance with the plans and specifications as prepared by BGE, Inc. on March 7, 2024 and April 11, 2024 (the "Plans and Specs"), which such Plans and Specs are incorporated herein by reference. Owner agrees to submit all final design plans (the "Final Design Plans") to County prior to commencement of construction of the Road Project and the construction of the Road Project Improvements will be subject to County inspection and testing in accordance with the County's normal subdivision inspection policies and procedures.

6. Road Project Improvements and Warranty. Upon completion of the Road Project in accordance with the Plans and Specs and Final Design Plans, and passing all inspections, County will own, operate, and maintain the Road Project Improvements, unless and until another political entity is obligated to take over maintenance. Owner shall cause the contractor constructing the Road Project (the "Contractor") to provide to the County, upon completion of the Road Project, a maintenance bond, in the amount of 10% of the cost of the Road Project Improvements. This security must be payable to the County Judge, or his successors in office, of Williamson County, Texas. The maintenance bond shall be valid for two years from the date of completion of the Road Project The Contractor will be notified of any deficiencies and given the opportunity to repair such deficiencies. If the Contractor does not provide repairs within 90 days, the bond will be used by the County to repair these deficiencies.

8. Default. Should either Party default in any of its obligations hereunder, the non-defaulting party shall provide the defaulting party notice of the default within thirty (30) days of discovery of the default. The defaulting party shall have thirty (30) days after receipt of written notice thereof from the non-defaulting Party to cure such default. If the defaulting party does not cure the default within such 30-day period, then the non-defaulting Party shall be entitled to terminate this Agreement by written notice to the other Party and pursue any other remedies that may be available to the non-defaulting Party at law or in equity (including suit for specific performance or other equitable relief, if appropriate); provided, however, that with respect to any default other than failure to pay any sum when due hereunder, if such default is susceptible of cure but cannot reasonably be cured with the aforesaid 30-day period, and if the defaulting Party has commenced to cure such default within said 30-day period and is diligently prosecuting such cure, then the defaulting Party shall be afforded an additional reasonable period of time (not to exceed ninety (90) additional days) to effect such cure. The provisions of this Section 8 are in addition to, and not in lieu of, any other rights and remedies expressly set forth elsewhere in this Agreement.

9. Insurance and Indemnification.

a. Insurance. Owner shall cause the Contractor to obtain and maintain throughout the construction of the Road Project the insurance coverages stated in this Section. Prior to commencement of construction on the Road Project, Owner shall cause the Contractor to provide an insurance certificate acceptable to the County reflecting such insurance policies. Contractor shall not cause or permit any insurance policy to lapse or be cancelled prior to or during the Road Project and shall pay all premiums, deductibles and

self-insured retentions, if any, stated in the policies. The County, its officials, employees and agents shall be named as additional insureds on all coverages required by this Section. Owner shall cause the Contractor to obtain and maintain the following insurance coverages:

(i) Commercial general liability insurance with a minimum combined single limit of $1,000,000 per occurrence and a minimum $1,000,000 aggregate including products and completed operations and contractual liability coverage.

(ii) Comprehensive business automobile liability insurance with a minimum combined single limit of $500,000 including coverage for all owned, non-owned and hired autos.

Only insurance written by a company with an AM Best rating of no less than a B+ VII and in good standing with the Texas State Board of Insurance shall be acceptable to the County.

b. Indemnity. Owner shall cause the Contractor to indemnify, and hold the County, its officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the negligence or willful misconduct of Contractor, or its agents, employees or subcontractors, or any participant or attendee of the Road Project arising from, associated with, or otherwise relating to the construction of the Road Project, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of County (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim. Maintenance of the insurance required hereunder shall not limit Contractor's obligations under this paragraph.

10. Miscellaneous Provisions.

a. Successors and Assigns.

i. Owner shall not be entitled to assign this Agreement or any of Owner's rights or obligations hereunder to any other person or entity without the prior written consent of the County, which consent shall not be unreasonably conditioned, withheld or delayed; provided that Owner shall have the right (with notice to, but without having to obtain the consent of, the County) to assign its rights and obligations under this Agreement to any Affiliate of Owner to whom Owner transfers title to all, but not less than all, of the Owner's Property thereon. As used in the immediately preceding sentence, the term "Affiliate" means any entity that controls, is controlled by or is under common control with Owner, where the term "control" and its derivatives means the power to direct the overall management and policies of an entity, whether through the ownership of a voting majority of the ownership interests in such entity, by contact, or otherwise.

b. Force Majeure.

i. In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure will be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby must give notice and full particulars of the force majeure to the other party. The cause, as far as possible, must be remedied with all reasonable diligence.

ii. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage or accidents to equipment, pipelines or canals, partial or complete failure of water supply, and any other inabilities of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts is entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable in the judgment of the party having the difficulty.

c. Entirety. This Agreement comprises the entire agreement between the County and Owner and there are no conversations, understandings, agreements, conditions or representations, express or implied with reference to the subject matter hereof that are not merged herein or superseded hereby.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws, rules or principles as applied in Texas. Venue for any action brought under or in connection with this Agreement shall lie exclusively in the courts of competent jurisdiction of Williamson County, Texas, and any appellate courts with jurisdiction over matters brought in such courts.

e. Amendment. This Agreement cannot be amended or modified, nor can any provision hereof be waived, except by a written instrument duly executed by both Parties (in the case of an amendment or modification) or by the Party to be charged (in the case of a waiver).

f. Non-waiver. Failure of either Party to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation

hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

g. Notices. All notices required or permitted under this Agreement shall be given by (i) prepaid first-class mail, registered or certified, return receipt requested, or (ii) recognized overnight courier with tracking capability. All notices hereunder shall be addressed as follows:

If to the County:

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

If to Owner:

Hutto 525 Development Partners LP
10235 West Little York, Suite 300
Houston, Texas 77040
Attention: Matthew Janke, Vice President

Notices made by registered or certified mail shall be deemed given two (2) days (excluding Saturdays, Sundays and postal holidays) after deposit with the U.S. Postal Service, properly addressed and prepaid. Notices given by recognized overnight delivery service shall be deemed given when delivery actually occurs. Either Party may change its address for notice by providing the other Party notice thereof in accordance herewith.

h. Authority. Each Party represents and warrants that the person executing this Agreement on behalf of such Party has been duly authorized to do so by all requisite actions on the part of such Party (and in the case of the County, in full compliance with all applicable County ordinances), and in so doing shall bind such Party to all of the provisions hereof.

i. Construction. Each Party is sophisticated in the matters covered by this Agreement and was represented by counsel of such Party's choosing in connection with the drafting and negotiation of this Agreement. As such, each Party waives any rule of construction or interpretation that would require any provision of this Agreement to be construed in favor of or against either Party on the basis of which Party drafted such provision.

j. Savings Clause. In the event any provision herein shall be judicially interpreted or held to be invalid, illegal or otherwise unenforceable by reason of any rule of law or public policy, then (i) the other provisions of this Agreement shall remain in full force and effect, and (ii) the provision held to be invalid, illegal or unenforceable shall, to the fullest extent permitted by law, be reformed to the minimum extent necessary to render such provision valid, legal and enforceable and in such a manner as to preserve to the fullest extent possible the original economic and legal intent of the Parties.

k. Rules of Construction. The following rules of construction shall apply to this Agreement: (i) words in the singular shall include the plural, and vice versa; (ii) the words "include", "includes" and "including" are not limiting; (iii) references herein to a "Section" shall mean the corresponding section of this Agreement and are included for convenience of reference only and not to enlarge or limit the scope or meaning of any sections; (iv) the words "hereof", "herein" and "hereunder" and words of similar import shall refer to this Agreement as a whole, and not to any particular provision of this Agreement; and (v) the "$" sign refers to currency of the United States of America.

l. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute but one and the same instrument.

m. Time. Time is of material importance to this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

n. No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The County, its past, present and future officers, elected officials, employees and agents of the County, do not assume any responsibilities or liabilities to any third party in connection with the construction of the Road Project Improvements.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth in the acknowledgments of the Parties below, to be effective, however, as of the Effective Date.

County
Williamson County, Texas

By: _____
Bill Gravell, Jr.
County Judge

Owner

HUTTO 525 DEVELOPMENT PARTNERS LP,
a Delaware limited partnership

By: Hutto 525 GP Texas LLC,
a Delaware limited liability company,
its general partner

By: _____

Name: Stephen T. Sellers

Title: Authorized Signatory

Exhibit A
Location Map

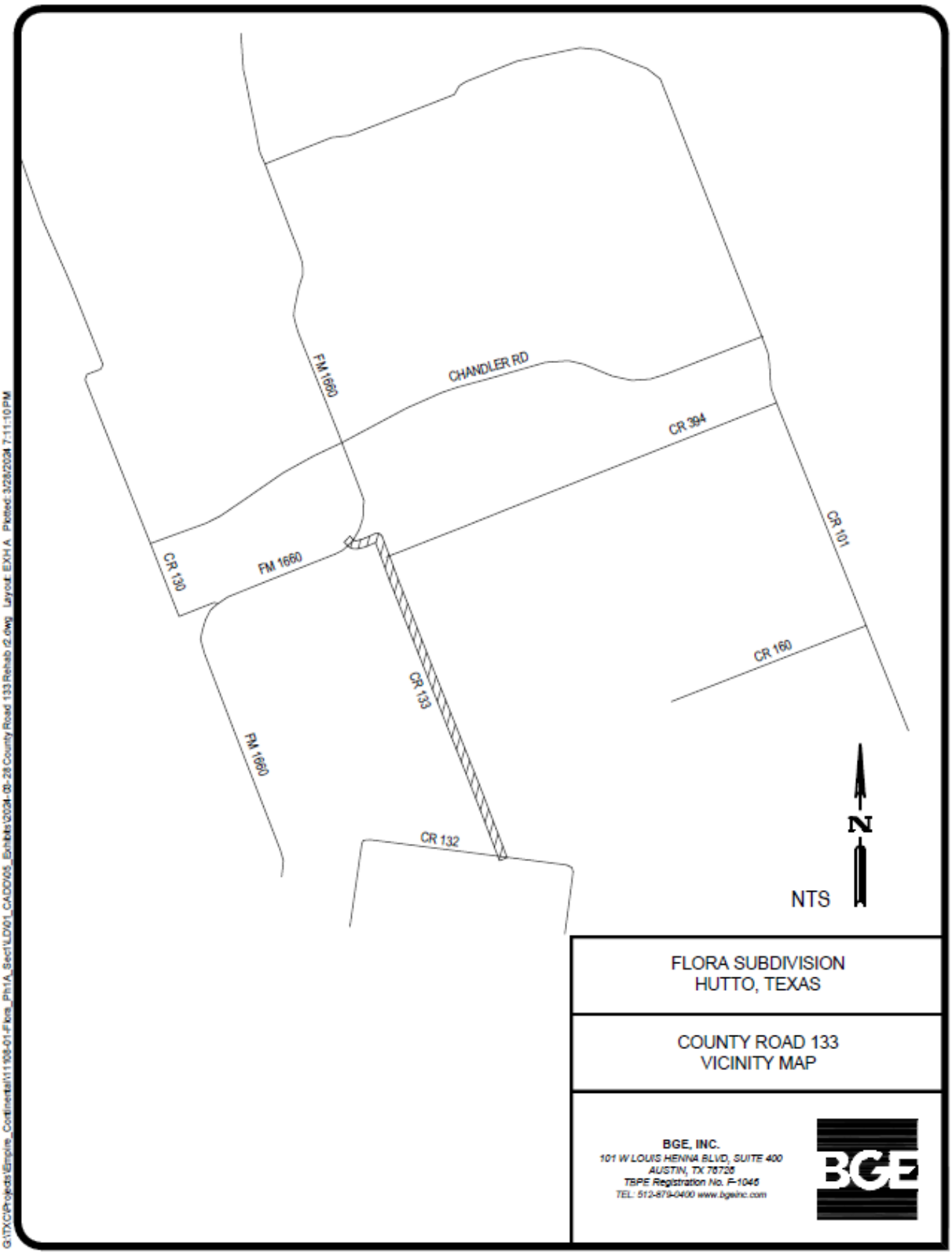
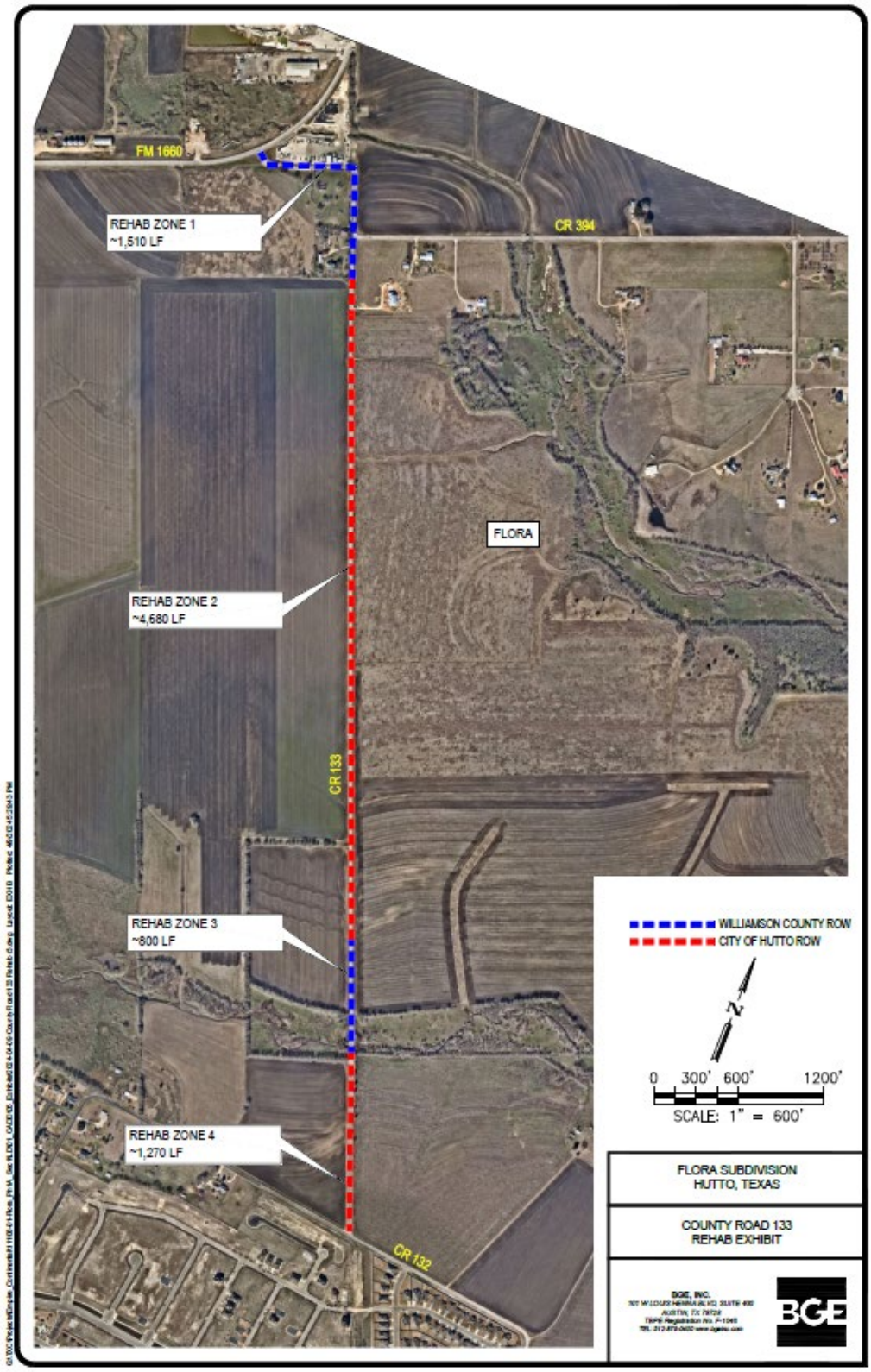


Exhibit B
Road Project General Depiction



Commissioners Court - Regular Session **44.**

Meeting Date: 06/18/2024

22IFB57 CR 401 Reconstruction - Change Order #8 (City of Taylor Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 8 in the amount of ($100,119.66) for Project 22IFB57 CR 401 Reconstruction (James Construction Group) P: 390 Funding Source: Road Bond.

Background

This Change Order adds items to the Contract to compensate the Contractor for extended overhead, stand-by time, and additional mobilization cost due to additional UPRR jack & bore requirements. After the bid opening, UPRR requested a more stringent jack & bore method that required the Contractor to modify their work plan, change their bore rig configuration, and perform additional monitoring. The newly introduced UPRR requirements resulted in a 5-month delay to the start date of the jack & bore operation and a reduced production rate for the installation of the City of Taylor water line.

This Change Order adds quantity and compensates the Contractor for added bore length and casing pipe that had to be added to allow for a safer work zone clear from traffic on the existing roadway.

This Change Order compensates the Contractor for stand-by time and remobilization cost due to the cancellation of the water line tie-in at CR 401 and US 79. The tie-in scheduled for 5/10/2023 was cancelled due to the inability to completely shut off the water to allow the connection of the new line to the existing City of Taylor water line and rescheduled for 5/19/23.

This Change Order also adds a contract item to install, flush, remove, and deliver a fire hydrant to the City of Taylor.

Lastly, this Change Order balances the Force Account, Trench Excavation, and Ductile Iron Fittings items for the City of Taylor. This Change Order amount is 100% reimbursable by the City of Taylor. Please see the attached Change Order for additional information.

This Change Order results in a net decrease of $100,119.66 to the Contract amount, for an adjusted Contract total of $13,941,775.17. The original Contract amount was $12,673,200.94. As a result of this and all Change Orders to-date, $1,268,574.23 has been added to the Contract, resulting in a 10.01% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 10:02 AM
Form Started By: Julissa Vasquez		Started On: 06/10/2024 10:06 AM
Final Approval Date: 06/13/2024		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 8

Contract Award Date:	3/22/2022
Project Number:	22IFB57
Funding Source:	P390
Roadway:	CR 401
CSJ Number:	N/A

Contractor: James Construction Group

NTP Required: ☐ Yes ☑ No

Project Name: CR 401

Change Order Work Limits: Sta. 139+10.75 to Sta. 205+27.24

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 1B, 2E (3 Max. - In order of importance - Primary first)

Describe the work being revised:

1. Design Error or Omission. 1B Other: This Change Order adds items to the Contract to compensate the contractor for extended overhead, stand-by time, and additional mobilization cost due to additional UPRR jack & bore requirements. This Change Order also adds an item to install, flush, remove, and return a fire hydrant to the City of Taylor. **2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9):** This Change Order also provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

Work to be performed in accordance with Items: **See Attached.**

New or revised plan sheet(s) are attached and numbered: W-01, W-02

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR

Douglas Burris (May 28, 2024 07:58 CDT)

By

Date: Brian Beetle

Brian Beetle (May 28, 2024 08:12 CDT)

Joey Williams

Typed/Printed Name: Joey Williams

Typed/Printed Title: Division Manager

The following information must be provided

Time Ext. #: N/A

Days added on this CO: 0

Amount added by this change order: ($100,119.66)

Original Contract Amount:	$12,673,200.94
Total Change Orders To-Date:	$1,268,574.23
Percent Change in Original Contract:	10.01%

RECOMMENDED FOR EXECUTION:

5/30/2024

Senior Construction Engineer — Date

6/6/2024

GEC Project Manager — Date

B. LaBorde 6/6/24

3rd Party Signature — Date

City of Taylor

RECOMMENDED FOR EXECUTION:

6/6/2024

Department of Infrastructure — Date

Williamson County

APPROVED:

Presiding Officer of the — Date

Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***8*** ***Project #*** ***22IFB57***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-WC02	FORCE ACCOUNT - WATERLINE	DOL	$1.00	130,000.00	$130,000.00	(130,000.00)	0.00	$0.00	($130,000.00)
WC 31 23 33	Trench Excavation Safety Protection Systems (All Depths)	LF	$0.35	6,405.00	$2,241.75	(7.00)	6,398.00	$2,239.30	($2.45)
WC 33 05 07	Jacking and Boring, 36-IN	LF	$234.06	780.00	$182,566.80	60.00	840.00	$196,610.40	$14,043.60
WC 33 05 23	Encasement Pipe 36-IN, Type Steel	LF	$243.35	780.00	$189,813.00	60.00	840.00	$204,414.00	$14,601.00
WC 40 05 19.1	Ductile Iron Fittings	LB	$9.80	21,050.00	$206,290.00	(17,500.00)	3,550.00	$34,790.00	($171,500.00)
COT-WC02	18IN CONCRETE ENCASEMENT	CY	$208.59	24.00	$5,006.16	7.50	31.50	$6,570.59	$1,564.43
COT-WC06	ANODES FOR CASTING	LS	$7,938.85	0.00	$0.00	1.00	1.00	$7,938.85	$7,938.85
COT-WC07	ADDITIONAL UPRR BORING	LS	$63,909.77	0.00	$0.00	1.00	1.00	$63,909.77	$63,909.77
COT-WC08	EXTENDED OVERHEAD (COT PORTION)	LS	$58,158.79	0.00	$0.00	1.00	1.00	$58,158.79	$58,158.79
COT-WC09	WATER LINE PLAN REVISIONS	LS	$11,140.38	0.00	$0.00	1.00	1.00	$11,140.38	$11,140.38
COT-WC10	WATER LINE TIE-IN IMPACT	LS	$25,029.92	0.00	$0.00	1.00	1.00	$25,029.92	$25,029.92
COT-WC11	INSTALL, FLUSH, REMOVE AND RETURN FIRE HYDRANT TO COT	LS	$4,996.05	0.00	$0.00	1.00	1.00	$4,996.05	$4,996.05
TOTALS					$715,917.71			$615,798.05	($100,119.66)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 401 Reconstruction
Williamson County Project No. 22IFB57

Change Order No. 8

Reason for Change

This Change Order adds items to the Contract to compensate the contractor for extended overhead, stand-by time, and additional mobilization cost due to additional UPRR jack & bore requirements. After the bid opening, UPRR requested a more stringent jack & bore method that required the Contractor to modify their work plan, change their bore rig configuration, and perform additional monitoring. The newly introduced UPRR requirements resulted in a 5-month delay to the start date of the jack & bore operation and a reduced production rate for the installation of the City of Taylor water line.

This Change Order adds quantity and compensates the contractor for added bore length and casing pipe that had to be added to allow for a safer work zone clear from traffic on the existing roadway.

This Change Order compensates the Contractor for stand-by time and remobilization cost due to the cancellation of the water line tie-in at CR 401 and US 79. The tie-in scheduled for 5/10/2023 was cancelled due to the inability to completely shut off the water to allow the connection of the new line to the existing City of Taylor water line and rescheduled for 5/19/23.

This Change Order also adds a contract item to install, flush, remove, and deliver a fire hydrant to the City of Taylor.

Lastly, this Change Order balances the Force Account, Trench Excavation, and Ductile Iron Fittings items for the City of Taylor. This Change Order amount is 100% reimbursable by the City of Taylor.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
COT-WC06	ANODES FOR CASTING	1	LS
COT-WC07	ADDITIONAL UPRR BORING	1	LS
COT-WC08	EXTENDED OVERHEAD	1	LS
COT-WC09	WATER LINE PLAN REVISIONS	1	LS
COT-WC10	WATER LINE TIE-IN IMPACT	1	LS
COT-WC11	INSTALL, FLUSH, REMOVE AND RETURN FIRE HYDRANT TO COT	1	LS

This Change Order results in a net decrease of $100,119.66 to the Contract amount, for an adjusted Contract total of $13,941,775.17. The original Contract amount was $12,673,200.94. As a result of this and all Change Orders to-date, $1,268,574.23 has been added to the Contract, resulting in a 10.01% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	CR 401 Reconstruction		Solicitation #:	22IFB57
Date awarded	3/22/2022			
Awarded Contract Amount		$12,673,200.94		
			Percentage Change	
	Change order #1	$13,315.52	0.11%	
	Change order #2	$414,400.00	3.27%	
	Change order #3	$214,351.37	1.69%	
	Change order #4	$188,826.95	1.49%	
	Change order #5	$0.00	0.00%	
	Change order #6	$399,968.56	3.16%	
	Change order #7	$137,831.49	1.09%	
	Change order #8	-$100,119.66	-0.79%	
	Total changes to date	$1,268,574.23	10.01%	(Running totals here)
	Adjusted contract amount	$13,941,775.17		

Meeting Date: 06/18/2024

22IFB39 CR 111 Westinghouse Road - Change Order #13 (MBGF Signs)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 13 in the amount of $15,975.61 for Project 22IFB39 CR 111 Westinghouse Road (Capital Excavation) P: 292 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for installing low fill metal beam guard fence posts, concrete footing, and a driveway terminal anchor section that were not called out in the plans. Due to the lack of cover over Culvert 1, the guardrail could not be installed per plan and was switched to low fill posts with a concrete footing.

This Change Order also addresses various small sign discrepancies in the plans and added signs for additional safety measures. Several sign posts had to be changed, in order to accommodate the correct sign installation. Also, a few small signs were added that were missing from the plans and the size of the stop signs was increased to improve safety at the new 4-way intersection of CR 111 and CR 110. Please see the attached Change Order for additional details.

Lastly, the Change Order compensates the Contractor for creating a right turn lane on northbound FM 1460 at CR 111, per a request from TxDOT.

This Change Order results in an increase of $15,975.61 to the Contract amount, for an adjusted Contract total of $22,564,561.02. The original Contract amount was $21,024,332.88. As a result of this and previous Change Orders, $1,540,228.14 has been added to the Contract, resulting in a 7.33% increase in the Contract cost. As a result of this Change Order, zero (0) days will be added to the Contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB39 CR111 CO#13

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 10:02 AM
Form Started By: Julissa Vasquez		Started On: 06/10/2024 10:36 AM
Final Approval Date: 06/13/2024		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 13

Contract Award Date:	1/11/2022
Project Number:	22IFB39
Funding Source:	P292
Roadway:	CR 111
CSJ Number:	N/A

Contractor: Capital Excavation

NTP Required: ☐ Yes ☑ No

Project Name: CR 111 Westinghouse Road

Change Order Work Limits: Sta. **10+64.50** to Sta **208+50.00**

Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

Reasons: **1B, 2I ,4B** (3 Max. - In order of importance - Primary first)

Describe the work being revised:

1B. Design Error or Omission. Other. This Change Order addresses the need for low fill post, concrete footing, and a driveway terminal section not accounted for in the plans. This Change order also addresses the incorrect called out sign post that were installed per plan. 2I. **Differing Site Conditions. Additional safety needs.** This Change Order compensates the contractor for upsizing the stop signs at the new 4-way intersection. 4B. **Third Party Accommodation. Third party requested work.** Eliminated the striping and created a right turn lane on northbound FM 1460 at CR 111 per TxDOT.

Work to be performed in accordance with Items: **See attached**

New or revised plan sheet(s) are attached and numbered: **2, 112A, 114A**

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 5.30.24

By

Typed/Printed Name

Typed/Printed Title VP

The following information must be provided

Time Ext. #: **0** Days added on this CO: **0**

Amount added by this change order: **$15,975.61**

Original Contract Amount: **$21,024,332.88**

Total Change Orders To-Date: **$1,540,228.14**

Percent Change in Original Contract: **7.33%**

RECOMMENDED FOR EXECUTION:

5/30/2024
Senior Construction Engineer — Date

6/6/2024
GEC Project Manager — Date

N/A
3rd Party Signature — Date

RECOMMENDED FOR EXECUTION:

6/6/2024
Department of Infrastructure
Williamson County — Date

APPROVED:

Presiding Officer of the
Williamson County Commissioners Court — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *13* ***Project #*** *22IFB39*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
420-6043	CL C CONC (FOOTING)	CY	$1,064.64	0.00	$0.00	5.00	5.00	$5,323.20	$5,323.20
540-6015	DRIVEWAY TERMINAL ANCHOR SECTION	EA	$1,100.00	0.00	$0.00	1.00	1.00	$1,100.00	$1,100.00
540-001	LOW FILL STEEL POST	EA	$390.00	0.00	$0.00	10.00	10.00	$3,900.00	$3,900.00
644-001	ADDITIONAL SIGNS AND SIGN REPLACEMENT	LS	$3,408.98	0.00	$0.00	1.00	1.00	$3,408.98	$3,408.98
677-001	STRIPING ELIMINATION (FM 1460)	LS	$2,243.43	0.00	$0.00	1.00	1.00	$2,243.43	$2,243.43
TOTALS					$0.00			$15,975.61	$15,975.61

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Change Order Worksheet

Contract Name	CR 111 Westinghhouse	Solicitation #:	22IFB39	
Date awarded	1/11/2022			
Awarded Contract Amount		$21,024,332.88		
			Percentage Change	
	Change order #1	$233,364.00	1.11%	
	Change order #2	$7,553.84	0.04%	
	Change order #3	$20,307.20	0.10%	
	Change order #4	$454,267.40	2.16%	
	Change order #5	$41,134.66	0.20%	
	Change order #6	$24,159.20	0.11%	
	Change order #7	$28,440.00	0.14%	
	Change order #8	$276,200.00	1.31%	
	Change order #9	$14,282.00	0.07%	
	Change order #10	$39,507.50	0.19%	
	Change order #11	$81,433.12	0.39%	
	Change order #12	$303,603.61	1.44%	
	Change order #13	$15,975.61	0.08%	
	Total changes to date	$1,540,228.14	7.33%	(Running totals here)
	Adjusted contract amount	$22,564,561.02		

Williamson County Road Bond Program

CR 111 Westinghouse Rd
Williamson County Project No. 22IFB39
Change Order No. 13

Reason for Change

This Change Order compensates the contractor for installing low fill metal beam guard fence posts, concrete footing, and a driveway terminal anchor section that were not called out in the plans. Due to the lack of cover over Culvert 1, the guardrail could not be installed per plan and was switched to low fill posts with a concrete footing.

This Change Order also addresses various small sign discrepancies in the plans and added signs for additional safety measures. Several sign posts had to be changed, in order to accommodate the correct sign installation. Also, a few small signs were added that were missing from the plans and the size of the stop signs was increased to improve safety at the new 4-way intersection of CR 111 and CR 110.

Lastly, the Change Order compensates the contractor for creating a right turn lane on northbound FM 1460 at CR 111, per a request from TxDOT.

The following is a list of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
420-6043	CL C CONC (FOOTING)	5	CY
540-6015	DRIVEWAY TERMINAL ANCHOR SECTION	1	EA
540-001	LOW FILL STEEL POST	10	EA
644-001	ADDITIONAL SIGNS AND SIGN REPLACEMENT	1	LS
677-001	STRIPING ELIMINATION (FM 1460)	1	LS

This Change Order results in an increase of $15,975.61 to the Contract amount, for an adjusted Contract total of $22,564,561.02. The original Contract amount was $21,024,332.88. As a result of this and previous Change Orders, $1,540,228.14 has been added to the Contract, resulting in a 7.33% increase in the Contract cost. As a result of this Change Order, zero (0) days will be added to the Contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

PO Box 1301
Austin, TX 78767
Email: Estimating@CapitalExcavation.com

Change Request # 29

Date: 3/6/2024

QuoteTo:

Project: CR 111 / 110 (1024)
Capital Project #: 1024
Description:

Item	Description	Quantity	Unit	Unit Price	Amount
540-6015	Driveway Terminal Anchor Section	1.00	EA	~~1,200.00~~	~~1,200.00~~ $1,100.00
540-001	Low Fill Steel Post	10.00	EA	~~415.00~~ $390.00	~~4,150.00~~ $3,900.00
420-6043	Footing for MBGF CL C CONC (FOOTING)	~~85.00~~ 5	~~LF~~ CY	~~97.00~~ $1,064.64	~~8,245.00~~ $5,323.20
GRAND TOTAL					$10,323.20 ~~13,595.00~~

Scope: Pricing for low fill steel posts MBGF over a culvert which requires a footing for the installation of the MBGF.

Capital Excavation Requests an additional : TIA day(s)

Prices have been compared to recently let projects and are in line with TxDOT Bid Averages.

PO Box 1301
Austin, TX 78767
Email: Estimating@CapitalExcavation.com

Change Request # 31

Date: 4/10/2024

QuoteTo:

Project: CR 111 / 110 (1024)
Capital Project #: 1024
Description: Additional Signs

Item	Description	Quantity	Unit	Unit Price	Amount
644-001	Additional Signs	1.00	LS	~~3,696.00~~	~~3,696.00~~ $3,381.00
677-001	Striping Elimination	1.00	LS	~~2,238.00~~	~~2,238.00~~ $2,215.45

GRAND TOTAL ~~5,934.00~~ $5,596.45

1% Bond: $55.96

Total: $5,652.41

Scope: Permanent DO NOT ENTER signs at both sides of the driveway at sta 86+50 as appropriate and add a no left turn for the WB lane east of the driveway and additional signs. Elmination of existing striping at the driveway.

Capital Excavation Requests an additional : day(s)

644-001 Additional Signs - $3,381.00 + $27.98 (1% Bond) = $3,408.98
677-001 Striping Elimination - $2,215.45 + $27.98 (1% Bond) = $2,243.43
$5,652.41

TRP CONSTRUCTION GROUP, LLC.

CHANGE ORDER QUOTE

1127 OLD BASTROP HWY
AUSTIN , TX 78742
512-990-9525 512-990-0336 FAX 512-695-4660 MOBILE
leev@trpconstructiongroup.com

Job Specifications	
Bid Date:	**12/15/2021**
Project:	**CR 111 AND CR 110 NORTH WIDENING**
	WILLIAMSON COUNTY PRO NO. 22IFB39

ITEM		DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
	1	CHANGE OUT POST FOR CENTER LANE SIGN	EA	2	$350.00	$700.00
	2	ADD DO NOT ENTER SIGN (TWT) WS (P)	EA	2	$385.00	$770.00
	3	ADD WING CHANNEL TO 48" STOP SIGN / STREET	EA	4	$400.00	$1,600.00
		NAME SIGN / NEW POST				
		***ADDITIONAL $270.00 WILL BE BILLED FOR NEW**				
		48" STOP SIGN.				
	4	ADD STREET NAME SIGN TO SUBDIVISION	EA	2	$75.00	$150.00
					PI TOTAL	$3,220.00
					SUBTOTAL	$3,220.00
					TAX	~~$265.65~~
					Total:	~~**$3,485.65**~~
						$3,220.00

WilCo does not pay sales tax as they are Tax Exempt.

5% Sub Mark-up $161.00
Total: $3,381.00

NOTES FOR PERMANENT INSTALLATIONS / SIGNAGE
*Contractor shall assist in locating Utilities that may be in conflict with installations.
*There will be a $125.00 Coring fee PER UNIT if Signs are to be installed in Concrete surfaces.
* Allow two weeks for manufacturing of signs and mounts prior to installation date.
*Price is based on one mobilization. Each additional will be billed at $950.00
* Rate excludes flashing beacons

GENERAL NOTES
*If the Project is Tax Exempt, please provide certificate.
*Proposal Contingent upon both parties executing a mutually agreed upon subcontract.
*Proposal good for (10) working days from date of this quote.

Signature Lee Vanover 3 Date **4/9/2024**

OPERATIONS MANAGER
TRP CONSTRUCTION GROUP,LLC.

Accepted by _____

Title _____ Date _____

FLASHER Equipment Co

Main Office:
5827 W. US HWY 90
San Antonio, Tx 78227
Phone: 210-736-4251
Fax: 210-736-2084
www.flasherequipment.com

75 County Road 372
Jarrell, TX 76537
Phone: (512) 746-4441
Fx: (512) 746-4444

PROJECT: CR 111 AND CR 110 NORTH WIDENING
DATE: APRIL 15, 2024
TERMS: 30 DAYS WITH ACCOUNT / PRE PAY WITHOUT ACCOUNT
LOCATION: WILLIAMSON COUNTY

QUOTE # 18059B

CHANGE ORDER

PAVEMENT MARKINGS

ITEM	Description	Unit	Qty.	Price	Amount
	MOBILIZATION	LS	1	$1,250.00	$1,250.00
677-6005	ELIM EXT PAV MRK & MRKS (12")	LF	131	$3.51	$459.81
677-6007	ELIM EXT PAV MRK & MRKS (24")	LF	57	$7.02	$400.14

*** CHANGE ORDER ITEMS ARE TAKEN FROM FLASHER EQUIPMENT WORK ORDER # 75407, DATED: 04/03/2024.**

TOTAL **$2,109.95**

5% Sub Mark-up $105.50
Total: $2,215.45

NOTES AND EXCLUSIONS

PAVEMENT MARKINGS
* All notes and exclusions from original proposal shall apply to this change order.
*** Any items not specifically noted will be additional.**

GENERAL
* FLASHER EQUIPMENT WARRANTS WORKMANSHIP AND MATERIALS ONLY. REPAIRS DUE TO NORMAL WEAR, VANDALISM, OR NEGLIGENCE WILL BE PERFORMED ON AN EXTRA WORK BASIS.
*** BILLING FOR THE PROJECT WILL BE FOR THE TERM ITEMS ARE ON SITE, REGARDLESS OF PAYMENT FROM OWNER.**
* PRICES DO NOT INCLUDE TAX.
*** PRICES QUOTED ARE GOOD FOR 30 DAYS.**
* Any discrepancy between the Flasher Equipment Company bid proposal, this document, and the contract documents, this bid proposal shall supersede and prevail.
*** IF RETAINAGE IS NOT DEFINED BELOW, THEN ALL MONEY'S WILL BE DUE AS BILLED.**
*** FLASHER EQUIPMENT COMPANY DOES NOT INDEMNIFY GENERAL CONTRACTOR OR PROJECT OWNERS FOR ACCIDENTS, INJURY, OR DEATH CAUSED SOLEY BY GENERAL CONTRACTOR OR PROJECT OWNERS ACTIVE OR PASSIVE NEGLIGENCE.**

SUBMITTED David McMullen
Estimator

ACCEPTED: _____
Name

_____
Title

_____
Date

_____
Job/PO#

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SHEET NO.	DESCRIPTION
	GENERAL
1	TITLE SHEET
2	SUPPLEMENTAL INDEX OF SHEETS
3 - 8	PROJECT LAYOUT
9 - 13	TYPICAL SECTIONS
2 14A - 14Z	GENERAL NOTES AND SPECIFICATIONS
15	ESTIMATE & QUANTITIES
16	SUMMARY OF TRAFFIC CONTROL QUANTITIES
17	SUMMARY OF ROADWAY QUANTITIES
18	SUMMARY OF DRAINAGE QUANTITIES
19	SUMMARY OF SIGNING, STRIPING AND DELINEATION QUANTITIES
20	SUMMARY OF TRAFFIC SIGNAL QUANTITIES
21	SUMMARY OF EROSION CONTROL QUANTITIES
22	SUMMARY OF DRIVEWAYS
23	SUMMARY OF CROSS STREETS
24 - 25	SUMMARY OF SMALL SIGNS
	TRAFFIC CONTROL
26	TRAFFIC CONTROL PLAN CONSTRUCTION SEQUENCING NOTES
27	TRAFFIC CONTROL PLAN SIGNAGE
28 - 31	TRAFFIC CONTROL PLAN TYPICAL SECTIONS
32 - 36	TRAFFIC CONTROL PLAN PHASE I
37 - 46	TRAFFIC CONTROL PLAN PHASE II
47 - 56	TRAFFIC CONTROL PLAN PHASE III
	▪ **TRAFFIC CONTROL STANDARDS**
57 - 68	BC(1)-14 THRU BC(12)-14
69	WZ(TD)-13
70	WZ(STPM)-13
71	WZ(UL)-13
72	WZ(RCD)-13
73 - 74	WZ(BTS-1)-13 THRU WZ(BTS-2)-13
75 - 77	TCP(1-1)-12 THRU TCP(1-3)-12
78 - 80	TCP(2-1)-12 THRU TCP(2-3)-12
81 - 82	TCP(3-1)-13 THRU TCP(3-2)-13
83	TCP(3-3)-14
84	TCP(3-4)-13
85	TCP(7-1)-13
	ROADWAY
86 - 87	HORIZONTAL ALIGNMENT DATA
88 - 105	CR 111 PLAN & PROFILE
106 - 107	CR 110 PLAN & PROFILE
108	CR 105 SPUR PLAN & PROFILE
109	(OMITTED)
110	INTERSECTION LAYOUT - CR 110
111	DETAILS OF DRIVEWAYS
	▪ **ROADWAY STANDARDS** 2
14 112 - 112A	GF(31)-14 & CONCRETE FOOTING FOR MBGF
113	GF(31)MS-11
8 113A - 113C	TRAFFIC RAIL (TYPE T223)
114	SGT(8)31-14
115 - 118	PED-12A
118A	COLORED TEXTURED CONCRETE AND LANDSCAPE PAVERS
118B	CITY OF GEORGETOWN RIBBON CURB DETAILS
	DRAINAGE
119 - 120	DRAINAGE AREA MAP
121	HYDROLOGIC AND HYDRAULIC DESIGN DATA
122 - 125	HYDROLOGIC AND HYDRAULIC DESIGN DATA - PROPOSED CULVERTS
126 - 129	HYDROLOGIC AND HYDRAULIC DESIGN DATA - EXISTING CULVERTS
130 - 131	RIGHT DITCH DESIGN DATA
132 - 133	LEFT DITCH DESIGN DATA
134 - 145	CROSS-CULVERT LAYOUTS
146	ENERGY DISSIPATER DETAIL
147 - 148	STORM SEWER DRAINAGE AREAS
149 - 154	STORM SEWER PLAN & PROFILE
155	STORM SEWER DESIGN DATA
156	MISCELLANEOUS DRAINAGE DETAILS
	▪ **DRAINAGE STANDARDS** 2
157	SCC-MD
158 - 159	SCC-5&6
160	SCP-MD
161	SCP-5
162	SCP-6
163	MC-MD
164	(OMITTED)
165 - 166	MC-5-20
167	ECD
168	(OMITTED)
169	SW-O
170	FW-S
171	PW
172	CH-PW-S
173	CH-FW-O
6 174A	CH-FW-15
174B	CH-FW-30
175	CH-FW-45
176 - 178	SETP-FW-O
179	SETP-PD
180 - 181	SETP-CD
182	PSET-SP
183	PSET-RP
184	PB
185	PJB

SHEET NO.	DESCRIPTION
	DRAINAGE STANDARDS (CONT.)
186	PDD
187 - 188	PCO
189	CGT-PCO
190 - 191	PSL
	EROSION CONTROL
192	STORM WATER POLLUTION PREVENTION PLAN (SW3P)
193 - 202	EROSION CONTROL PLAN
	▪ **EROSION STANDARDS** 2
203 - 205	EC(1)-16 THRU EC(3)-16
205 - A-C	EC(9)-16
	TRAFFIC
206 - 215	SIGNING, STRIPING AND DELINEATION
2 216 - 217	SMALL SIGN DETAILS
218	EXISTING SIGNAL LAYOUT - CR 111 (WESTINGHOUSE RD) @ FM 1460
219	PROPOSED SIGNAL LAYOUT - CR 111 (WESTINGHOUSE RD) @ FM 1460
220	PROPOSED SIGNAL ELEVATION - CR 111 (WESTINGHOUSE RD) @ FM 1460
	▪ **TRAFFIC STANDARDS**
221 - 223	PM(1)-12 THRU PM(3)-12
224 - 228	TSR(1)-13 THRU TSR(5)-13
229 - 232	D&OM(1)-15 THRU D&OM(4)-15
233	D&OM(VIA)-15
234	SMD(GEN)-08
235 - 237	SMD(SLIP-1)-08 THRU SMD(SLIP-3)-08
238	SMD(TWT)-08
239 - 242	MB-15(1)
243	ED(1)-14
244 - 249	ED(3)-14 THRU ED(8)-14
250	ED(11)-14
	UTILITIES
251 - 261	EXISTING UTILITY LAYOUT
	CROSS SECTIONS 2
262 - 380	PROPOSED CROSS SECTIONS
381 - 387	PROPOSED CROSS SECTIONS (CR 110)
388	ADDITIONAL CROSS STREET CROSS SECTIONS - CR 111
	BEGINNING OF CR 110 NORTH SHEETS
	GENERAL
389 - 393	GENERAL SHEETS (G1 - G5)
394 - 398	QUANTITY SHEETS (Q1 - Q5)
	TRAFFIC CONTROL SHEETS
399	TRAFFIC CONTROL PLAN SEQUENCE OF CONSTRUCTION
400 - 402	TRAFFIC CONTROL PHASE I (TCP1 - TCP3)
403 - 411	TRAFFIC CONTROL STANDARD DETAILS
	BARRICADE & CONSTRUCTION STANDARDS
412 - 423	BARRICADE & CONSTRUCTION SHEETS (BC(1)-14 - BC(12)-14)
	REMOVAL PLAN
424 - 427	DEMOLITION SHEETS (R1 - R4)
	ROADWAY PLAN
428 - 434	PLAN AND PROFILE SHEETS (P1 - P7)
	DRIVEWAY DETAILS
435 - 448	DRIVEWAY DETAIL SHEETS
	DRAINAGE
449	DRAINAGE AREA MAP (DR 2)
450	DITCH CAPACITY TABLE (DT 1)
	SIGNAGE & PAVEMENT MARKING PLAN & DETAILS
451 - 454	SIGNING & PAVEMENT MARKING PLAN (S1 - S4)
454 - 464	SIGNAGE & PAVEMENT MARKING DETAILS
	EROSION CONTROL SHEETS & DETAILS
465	STORMWATER POLLUTION PREVENTION PLAN (SW3P)
466 - 469	EROSION CONTROL PLAN (ES1 - ES4)
470 - 472	EROSION CONTROL DETAILS
	CROSS SECTIONS
473 - 494	CROSS SECTION SHEETS (X1 - X22)
	MBC MANSIONS SHEETS
495	OVERALL WATER PLAN
496	SANITARY SEWER LINE P PLAN & PROFILE STA. 1+00 - STA. 5+20
497	CHANNEL PLAN & PROFILE STA. 13+80-STA. 16+23
	JONAH WATER PLANS
498 - 527	
	GATEWAY WW PLANS
528 - 538	

2 (12/22/20): CULV & CS REVS
6 (06/08/22): RFI #9
8 (08/26/22): RFI #27
14 (03/01/24): RFI #46

REVISION 2, 6, 8, & 14 ONLY

STATE OF TEXAS · BRYAN ERIC MOORE · 98920 · LICENSED PROFESSIONAL ENGINEER
02/29/2024

▪ THE STANDARDS AND SPECIFICATIONS IDENTIFIED HEREIN HAVE BEEN SELECTED BY ME OR UNDER MY SUPERVISION AND ARE APPLICABLE TO THIS PROJECT.

STATE OF TEXAS · BENJAMIN R. LAKE · 118699 · LICENSED PROFESSIONAL ENGINEER
10/12/16

WILLIAMSON COUNTY 1848

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STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM NO. 181 TBPLS FIRM NO. 10003700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

WILLIAMSON COUNTY
CR 111 IMPROVEMENTS

SUPPLEMENTAL INDEX OF SHEETS

DATE: 3/1/2024	DN:	DW:	CK: AP:
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6	----		2
STATE	DIST.	COUNTY	
TEXAS	---	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
----	--	---	CR 111

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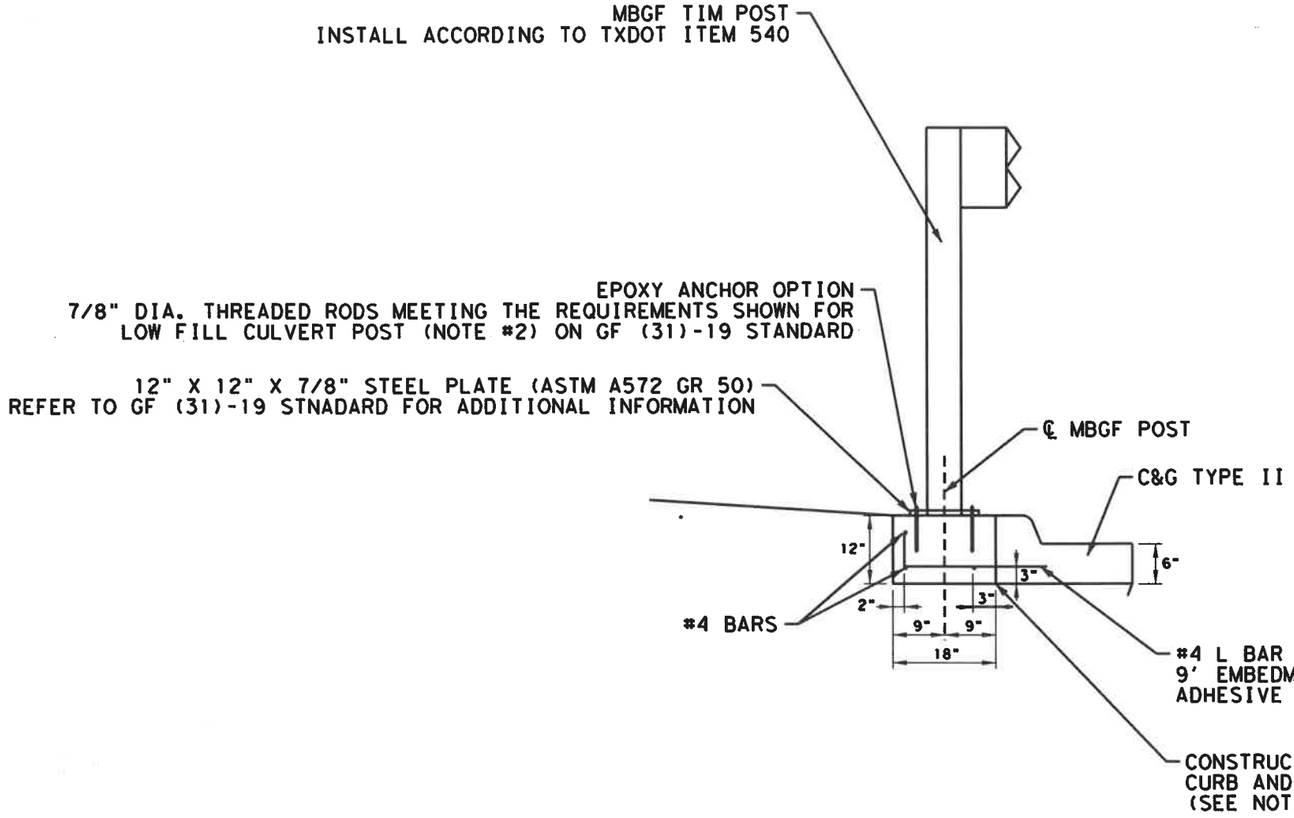
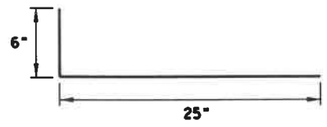


CONCRETE FOOTING FOR MBGF

SUPPORT CONCRETE GENERAL NOTES

1. DESIGNED ACCORDING TO 2017 AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS (8TH EDITION) (HL93 LOADING).
2. PROVIDE CLASS "C" CONCRETE
3. PROVIDE GRADE 60 REINFORCING STEEL
4. AT CONTRACTOR'S OPTION, SUPPORT CONCRETE FOR MBGF STEEL POST CAN BE POURED MONOLITHICALLY WITH CURB AND GUTTER TYPE II, ADJUST HORIZONTAL LEG LENGTH OF BAR L TO EXTEND THROUGH CURB AND GUTTER SECTION WITH 2" END BAR COVER.

02/29/2024



BARS L

WILLIAMSON COUNTY
1848

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SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

WILLIAMSON COUNTY
CR 111 IMPROVEMENTS

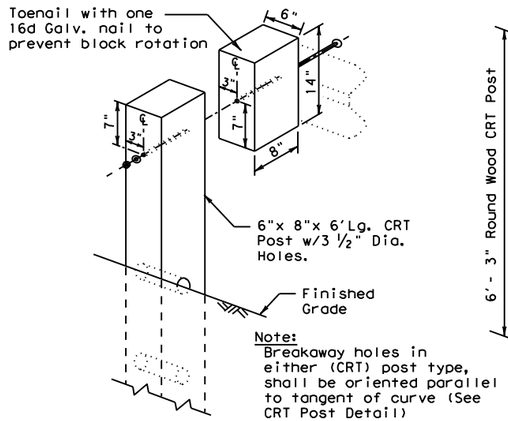
CONCRETE FOOTING FOR MBGF

DATE: 2/29/2024	DN:	DW:	CK:	AP:	
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.				SHEET NO.
6	----				112A
STATE	DIST.	COUNTY			
TEXAS	---	WILLIAMSON			
CONT.	SECT.	JOB	HIGHWAY NO.		
----	--	---	CR 111		

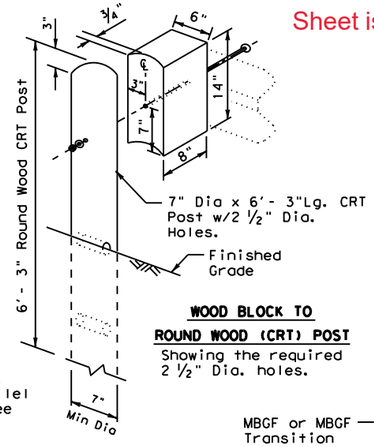
DISCLAIMER:
THE USE OF THIS STANDARD IS GOVERNED BY THE "TEXAS ENGINEERING PRACTICE ACT". NO WARRANTY OF ANY KIND IS MADE BY TXDOT FOR ANY PURPOSE WHATSOEVER. TXDOT ASSUMES NO RESPONSIBILITY FOR THE CONVERSION OF THIS STANDARD TO OTHER FORMATS OR FOR INCORRECT RESULTS OR DAMAGES RESULTING FROM ITS USE.

DATE:
FILE:

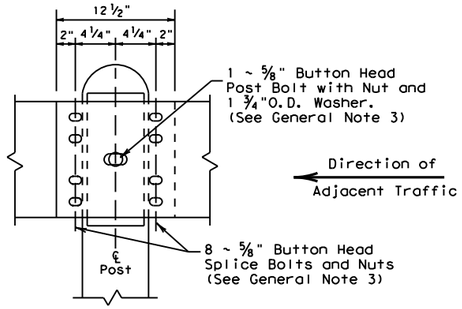
Sheet issued as part of RFI #44.



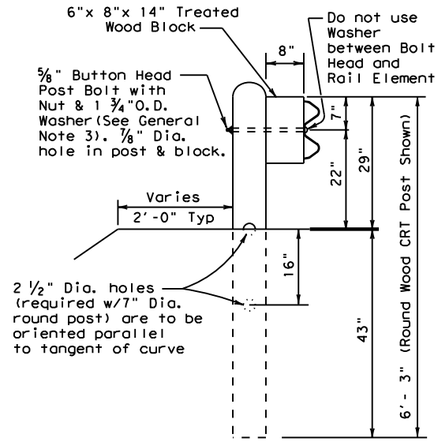
WOOD BLOCK TO RECTANGULAR WOOD (CRT) POST
Showing the required 3 ½" Dia. holes.



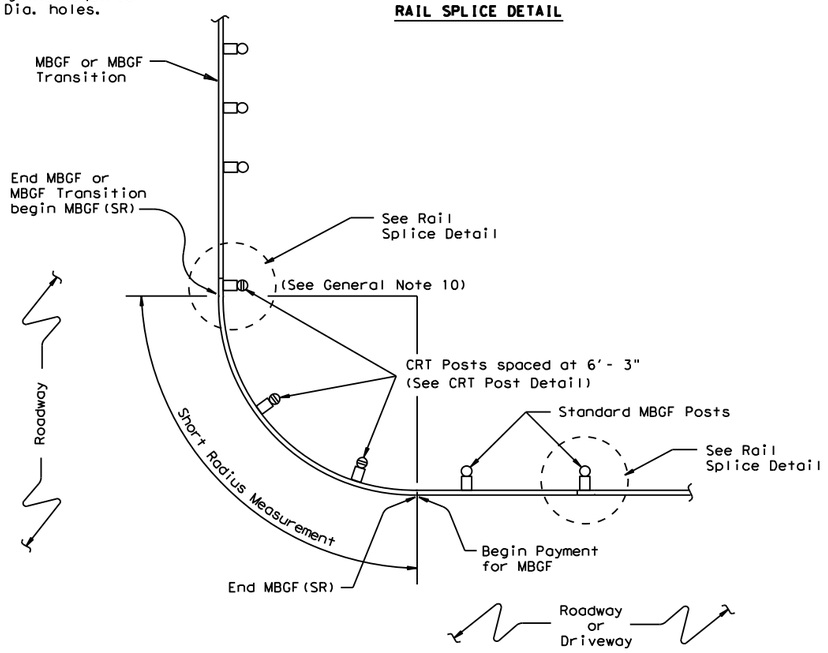
WOOD BLOCK TO ROUND WOOD (CRT) POST
Showing the required 2 ½" Dia. holes.



RAIL SPLICE DETAIL



(CRT) POST DETAIL
CONTROLLED RELEASE TERMINAL POST
Two or more wood CRT post(s) are required at any radius installation located at intersecting roadways or driveways.



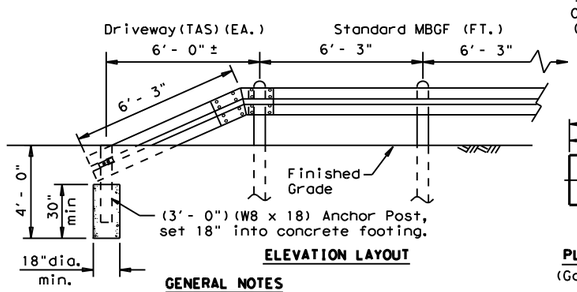
PLAN VIEW
SHOWING TYPICAL RADIUS
The required radius is shown elsewhere on the plans.

GENERAL NOTES

1. The type of (CRT) post (round wood post, or rectangular wood post) will be shown elsewhere in the plans. The exact position of MBGF shall be shown elsewhere in the plans or as directed by the Engineer.
2. Steel posts are not permitted at CRT post positions.
3. Rail element shall meet the requirements of Item 540,"Metal Beam Guard Fence" except as modified on the plans. The Contractor may furnish rail elements of 12 ½ or 25 foot nominal lengths.
4. Button head "post" bolts (ASTM A307) shall be of sufficient length to extend through the full thickness of the nut (ASTM A563) and Type A (1 ¾" O.D.)washer and not more than 1" beyond it. Button head "splice" bolts (ASTM A307) are ⅝" x 1 ¼" (or 2" long at triple rail splices) with a ⅝" double recessed nut (ASTM A563).
5. Fittings (bolts, nuts, and washers) shall be galvanized in accordance with Item 445, "Galvanizing." Fittings shall be subsidiary to the bid item.
6. Crown shall be widened to accommodate the Metal Beam Guard Fence.
7. The lateral approach to the guard fence, shall have a slope rate of not more than 1V:10H.
8. Unless otherwise shown in the plans, guard fence placed in the vicinity of curbs shall be positioned so that the face of curb is located directly below or behind the face of the block. Rail placed over curbs shall be installed so that the post bolt is located approximately 21 inches above the gutter pan or roadway surface.
9. If solid rock is encountered within 0 to 18" of the finished grade, drill a 22" dia. hole, 24" into the rock, or drill two 12" dia. front to back overlapping holes, 24" into the rock. If solid rock is encountered below 18",drill a 12" dia. hole, 12" into the rock or to the standard embedment depth, whichever is less. Any excess post length, after meeting these depths, may be field cut to ensure proper guardrail mounting height. Backfill with a cohesionless material.
10. Guardrail posts shall not be set in concrete, of any depth.
11. Special rail fabrication will be required at installations having a curvature of less than 150 ft. radius. The required radius shall be shown on the plans.
12. The terminal anchor section (TAS) post shall be set in Class A concrete (unless otherwise shown in the plans) in accordance with Item 421,"Hydraulic Cement Concrete." Concrete shall be subsidiary to the bid item requiring construction of the terminal anchor section (TAS). Terminal anchor post to be galvanized in accordance with Item 445, "Galvanizing."
13. Unless otherwise shown in the plans, a composite material post and/or block that meets the requirements of DMS-7210,"Composite Material Posts and Blocks for Metal Beam Guard Fence" may be substituted for posts and/or blocks of similar dimensions. The Construction Division, TxDOT maintains a Material Producer List (MPL) for producers of materials conforming to DMS-7210. Only producers on the MPL can furnish composite material posts and/or blocks.

"DRIVEWAY" TERMINAL ANCHOR SECTION

Only for use within driveway locations, where a standard (TAS) Terminal Anchor Section can not be installed.



ELEVATION LAYOUT

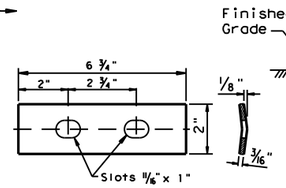
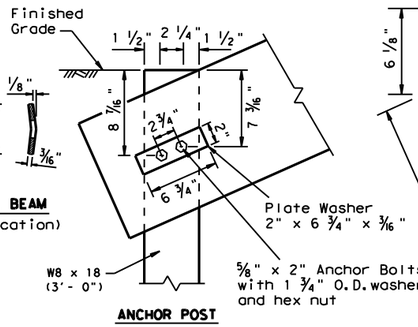
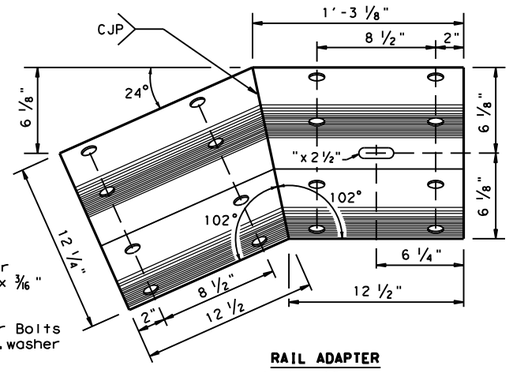


PLATE WASHER FOR METAL BEAM
(Galvanized after fabrication)



ANCHOR POST



RAIL ADAPTER
Rail - 10 gauge
(Galvanized after fabrication)

GENERAL NOTES

1. The "Driveway" Terminal Anchor Section is ONLY to be used within driveway locations, where the ROW is limited and a standard 25 ft.(TAS)Terminal Anchor Section,is too long.
2. Terminal anchor post shall be set in Class A concrete.
3. All steel shall be galvanized after fabrication in accordance with Item 445, "Galvanizing."

ONLY FOR USE IN MAINTENANCE REPAIRS OR HIGHLY CONSTRAINED SITE CONDITIONS.

Texas Department of Transportation

Design Division Standard

METAL BEAM GUARD FENCE
(SHORT RADIUS)
MBGF(SR)-19

FILE: mbgfsr19.dgn	DN: TxDOT	CK: KM	DW: BD	CK: VP
©TxDOT NOVEMBER 2019	CONT	SECT	JOB	HIGHWAY
REVISIONS				114A
	DIST	COUNTY		SHEET NO.

Commissioners Court - Regular Session **46.**

Meeting Date: 06/18/2024

24IFB15 Liberty Hill Bypass - Change Order #2 (PEC ROW Clearing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $21,500.00 for Project 24IFB15 Liberty Hill Bypass (Chasco Constructors) P: 346 Funding Source: Road Bond.

Background

This Change Order allows the County's Contractor to clear the PEC easement to help expedite the relocation of the overhead PEC poles that are in conflict with the proposed roadway work. Please see the attached Change Order for additional details.

This Change Order results in a net increase of $21,500.00 to the Contract amount, for an adjusted Contract total of $14,200,209.00. The original Contract amount was $14,149,449.00. As a result of this and all Change Orders to-date, $50,760.00 has been added the Contract, resulting in an .36% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

24IFB15 LHB-CO#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 10:03 AM
Form Started By: Julissa Vasquez		Started On: 06/10/2024 10:49 AM
Final Approval Date: 06/13/2024		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Contract Award Date:	12/12/2023
Project Number:	24IFB15
Funding Source:	P346
Roadway:	Liberty Hill Bypass
CSJ Number:	N/A

Contractor: Chasco Constructors

NTP Required: ☑ Yes ☐ No

Project Name: Liberty Hill Bypass

Change Order Work Limits: Sta. 438+00 to Sta. 445+00

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 6D (3 Max. - In order of importance - Primary first)

Describe the work being revised:

6. Untimely ROW/Utilities. 6D. Other: This Change Order compensates the Contractor for clearing the PEC easement to expedite the relocation process.

Work to be performed in accordance with Items: **See attached.**

New or revised plan sheet(s) are attached and numbered: **N/A**

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 5/30/2024

By

Typed/Printed Name Charles King

Typed/Printed Title CFO / VP

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $21,500.00

Original Contract Amount:	$14,149,449.00
Total Change Orders To-Date:	$50,760.00
Percent Change in Original Contract:	0.36%

RECOMMENDED FOR EXECUTION:

5/30/2024

Senior Construction Engineer Date

GEC Project Manager Date

N/A

3rd Party Signature Date

RECOMMENDED FOR EXECUTION:

6/5/2024

Department of Infrastructure
Williamson County Date

APPROVED:

Presiding Officer of the
Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***2*** ***Project #*** ***24IFB15***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
100-WC01	CLEARING PEC EASEMENT	LS	$21,500.00	0.00	$0.00	1.00	1.00	$21,500.00	$21,500.00
TOTALS					$0.00			$21,500.00	$21,500.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Liberty Hill Bypass
Williamson County Project No. 24IFB15

Change Order No. 2

Reason for Change

This Change Order allows the County's contractor to clear the PEC easement to help expedite the relocation of the overhead PEC poles that are in conflict with the proposed roadway work.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
100-WC01	CLEARING PEC EASEMENT	1	LS

This Change Order results in a net increase of $21,500.00 to the Contract amount, for an adjusted Contract total of $14,200,209.00. The original Contract amount was $14,149,449.00. As a result of this and all Change Orders to-date, $50,760.00 has been added the Contract, resulting in an .36% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	Liberty Hill Bypass	Solicitation #	24IFB15	
Date awarded	12/12/2023			
Awarded Contract Amount		$14,149,449.00		
			Percentage Change	
	Change order #1	$29,260.00	0.21%	
	Change order #2	$21,500.00	0.15%	
	Total changes to date	$50,760.00	0.36%	(Running totals here)
	Adjusted contract amount	$14,200,209.00		

CHASCO CONSTRUCTORS

P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax (512) 244-6085

23164 - LIBERTY HILL BYPASS CP 002

4/12/2024

DESCRIPTION	Q'TY	UNIT	UNIT PRICE	TOTAL BID
CLEARING FOR PEC EASEMENT	1	LS	$21,500.00	$ 21,500.00
TOTAL PROPOSAL				***$ 21,500.00***

Commissioners Court - Regular Session **47.**

Meeting Date: 06/18/2024

22IFB126 Future County Road (CR 404 to FM 973) - Change Order #3 (Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of ($470,934.99) for Project 22IFB126 Future County Road (CR 404 to FM 973) (Chasco Constructors) P: 619a Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds items for the new Samsung Driveway and for additional erosion control methods. Please see attached Change Order for additional information.

This Change Order results in a net decrease of -$470,934.99 to the Contract amount, for an adjusted Contract total of $10,943,812.51. The original Contract amount was $11,289,929.00. As a result of this and all Change Orders to-date, -$346,115.49 has been removed from the Contract, resulting in a -3.07% net decrease in the overall Contract cost.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB126-FCR- CO#3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 10:09 AM
Form Started By: Julissa Vasquez		Started On: 06/12/2024 03:04 PM
Final Approval Date: 06/13/2024		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Contract Award Date:	7/19/2022
Project Number:	22IFB126
Funding Source:	P619a
Roadway:	Samsung Highway
CSJ Number:	N/A

NTP Required: ☐ Yes ☑ No

Contractor: Chasco Constructors

Project Name: Future County Road

Change Order Work Limits: Sta. 295+42.09 to Sta. 372+06.29

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 2E (3 Max. - In order of importance - Primary first)

Describe the work being revised:

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also revises quantities for the added left turn lane to the Samsung Driveway, as well as adds additonal erosion control items.

Work to be performed in accordance with Items: N/A

New or revised plan sheet(s) are attached and numbered: N/A

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 5/21/2024

By

Typed/Printed Name Charles King

Typed/Printed Title CFO / VP

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: ($470,934.99)

Original Contract Amount:	$11,289,929.00
Total Change Orders To-Date:	($346,115.49)
Percent Change in Original Contract:	-3.07%

RECOMMENDED FOR EXECUTION:

Senior Construction Engineer — 6/7/2024 Date

Program Manager — 6/11/2024 Date

N/A

3rd Party Signature — Date

RECOMMENDED FOR EXECUTION:

Department of Infrastructure, Williamson County — 6/12/2024 Date

APPROVED:

Presiding Officer of the Williamson County Commissioners Court — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *3* ***Project #*** *22IFB126*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
161-WC001	EROSION CONTROL COMPOST (3")	SY	$4.00	11,163.00	$44,652.00	(11,163.00)	0.00	$0.00	($44,652.00)
162-WC103	MULCH TOPDRESSING (5")	SY	$4.50	11,163.00	$50,233.50	(11,163.00)	0.00	$0.00	($50,233.50)
164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	SY	$0.30	22,327.00	$6,698.10	(22,327.00)	0.00	$0.00	($6,698.10)
164-WC11	SEEDING FOR EROSION CONTROL (PERM)(TY 11)	SY	$0.35	66,979.00	$23,442.65	26,645.00	93,624.00	$32,768.40	$9,325.75
166-6002	FERTILIZER	TON	$2,300.00	2.89	$6,647.00	(0.19)	2.70	$6,210.00	($437.00)
168-WC01	VEGETATIVE WATERING	MG	$27.00	1,563.00	$42,201.00	(263.00)	1,300.00	$35,100.00	($7,101.00)
260-6002	LIME (HYDRATED LIME (SLURRY))	TON	$300.00	1,324.00	$397,200.00	(64.38)	1,259.62	$377,886.00	($19,314.00)
310-6001	PRIME COAT (MULTI OPTION)	GAL	$5.25	10,665.00	$55,991.25	(4,165.00)	6,500.00	$34,125.00	($21,866.25)
316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	GAL	$6.75	13,340.00	$90,045.00	(3,140.00)	10,200.00	$68,850.00	($21,195.00)
432-6001	RIPRAP (CONC)(4 IN)	CY	$635.00	100.00	$63,500.00	40.00	140.00	$88,900.00	$25,400.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$1,500.00	18.00	$27,000.00	(6.00)	12.00	$18,000.00	($9,000.00)
506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	$55.00	940.00	$51,700.00	(910.00)	30.00	$1,650.00	($50,050.00)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$4.50	940.00	$4,230.00	(910.00)	30.00	$135.00	($4,095.00)
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$3.00	945.00	$2,835.00	1,150.00	2,095.00	$6,285.00	$3,450.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$0.25	945.00	$236.25	1,150.00	2,095.00	$523.75	$287.50
512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	$18.00	340.00	$6,120.00	(340.00)	0.00	$0.00	($6,120.00)
512-6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	$18.00	340.00	$6,120.00	(340.00)	0.00	$0.00	($6,120.00)
512-6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	$18.00	40.00	$720.00	(40.00)	0.00	$0.00	($720.00)
530-6005	DRIVEWAYS (ACP)	SY	$75.00	203.00	$15,225.00	(203.00)	0.00	$0.00	($15,225.00)
TOTALS					$894,796.75			$670,433.15	($224,363.60)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3 *Project #* 22IFB126

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	$550.00	1.00	$550.00	(1.00)	0.00	$0.00	($550.00)
658-6013	INSTL DEL ASSM (D-SW)SZ (BRF)CTB	EA	$21.00	17.00	$357.00	17.00	34.00	$714.00	$357.00
662-6092	WK ZN PAV MRK REMOV (W)36"(YLD TRI)	EA	$80.00	8.00	$640.00	(8.00)	0.00	$0.00	($640.00)
666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	$1.00	706.00	$706.00	618.00	1,324.00	$1,324.00	$618.00
666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	$47.00	45.00	$2,115.00	2.00	47.00	$2,209.00	$94.00
666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	$470.00	4.00	$1,880.00	1.00	5.00	$2,350.00	$470.00
666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	$105.00	10.00	$1,050.00	(3.00)	7.00	$735.00	($315.00)
666-6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	$0.50	3,593.00	$1,796.50	1,157.00	4,750.00	$2,375.00	$578.50
666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	$0.50	15,413.00	$7,706.50	3,264.00	18,677.00	$9,338.50	$1,632.00
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	$0.50	15,283.00	$7,641.50	4,277.00	19,560.00	$9,780.00	$2,138.50
672-6007	REFL PAV MRKR TY I-C	EA	$38.00	17.00	$646.00	295.00	312.00	$11,856.00	$11,210.00
672-6009	REFL PAV MRKR TY II-A-A	EA	$4.00	406.00	$1,624.00	128.00	534.00	$2,136.00	$512.00
3076-6002	D-GR HMA TY-B SAC-B PG64-22	TON	$98.00	12,095.00	$1,185,310.00	(934.00)	11,161.00	$1,093,778.00	($91,532.00)
3076-6050	D-GR HMA TY-D SAC-B PG76-22	TON	$140.00	6,125.00	$857,500.00	(134.00)	5,991.00	$838,740.00	($18,760.00)
6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	$5.00	2,160.00	$10,800.00	(2,160.00)	0.00	$0.00	($10,800.00)
585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	DOL	$1.00	26,400.00	$26,400.00	(21,322.00)	5,078.00	$5,078.00	($21,322.00)
999-WC01	FORCE ACCOUNT	DOL	$1.00	25,000.00	$25,000.00	(25,000.00)	0.00	$0.00	($25,000.00)
999-WC02	FORCE ACCOUNT - ASBESTOS ABATEMENT	DOL	$1.00	50,000.00	$50,000.00	(49,943.00)	57.00	$57.00	($49,943.00)
3076-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	DOL	$1.00	99,800.00	$99,800.00	(94,758.53)	5,041.47	$5,041.47	($94,758.53)
3076-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	DOL	$1.00	56,400.00	$56,400.00	(43,353.36)	13,046.64	$13,046.64	($43,353.36)
169-6001	SOIL RETENTION BLANKET (CL 1)(TY A)	SY	$2.30	0.00	$0.00	26,645.00	26,645.00	$61,283.50	$61,283.50
644-6061	IN SM RD SN SUP&AM TY TWT(1)WS(T)	EA	$350.00	0.00	$0.00	2.00	2.00	$700.00	$700.00
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	$3.00	0.00	$0.00	8,112.00	8,112.00	$24,336.00	$24,336.00
999-WC03	ADDITIONAL DELENIATION	LS	$1.00	0.00	$0.00	6,473.00	6,473.00	$6,473.00	$6,473.00
The "Totals" from Table B of the previous work sheet:					$894,796.75			$670,433.15	($224,363.60)
TOTALS					$3,232,719.25			$2,761,784.26	($470,934.99)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Future County Road
Williamson County Project No. 22IFB126

Change Order No. 3

Reason for Change

This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds items for the new Samsung Driveway and for additional erosion control methods.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
169-6001	SOIL RETENTION BLANKET (CL 1)(TY A)	26,645	SY
644-6061	IN SM RD SN SUP&AM TY TWT(1)WS(T)	2	EA
677-6001	ELIM EXT PAV MRK & MRKS (4")	8,112	LF
999-WC03	ADDITIONAL DELENIATION	6473	LS

This Change Order results in a net decrease of -$470,934.99 to the Contract amount, for an adjusted Contract total of $10,943,812.51. The original Contract amount was $11,289,929.00. As a result of this and all Change Orders to-date, -$346,115.49 has been removed from the Contract, resulting in a -3.07% net decrease in the overall Contract cost.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	Future County Road (Samsung Hwy)		Solicitation #:	22IFB126
Date awarded	7/19/2022			
Awarded Contract Amount		$11,289,929.00		
			Percentage Change	
	Change order #1	$41,260.00	0.37%	
	Change order #2	$83,559.50	0.74%	
	Change order #3	-$470,934.99	-4.17%	
	Total changes to date	($346,115.49)	-3.07%	(Running totals here)
	Adjusted contract amount	$10,943,813.51		

CHASCO CONSTRUCTORS

P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax (512) 244-6085

9/19/2023

JOB #22100 - FUTURE CR/ SAMSUNG HIGHWAY

CP #4

ITEM	DESC CODE	DESCRIPTION	UNIT	PLAN QTY	REV QTY	DELTA	UNIT PRICE	EXTENSION
169	6001	SOIL RETENTION BLANKET (CL 1)(TY A)	SY	0	54000.0	54000.0	$2.30	$ 124,200.00

TOTAL $ 124,200.00

This price is in line with TxDOT bid average.

Item 169-6001: 26,645 SY x $2.30=$61,283.50

[1]Refer to the Technical Specifications section for a description of the specific reference number.

CHASCO CONSTRUCTORS

P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax (512) 244-6085

8/16/2023

JOB #22100 - FUTURE CR (Samsung Highway)

CP #3 - BASED UPON 20230803_FCR_FINAL PLANS_LTL_RTL_REVISION

ITEM	DESC CODE	DESCRIPTION	UNIT	PLAN QTY	REV QTY	DELTA	UNIT PRICE	EXTENSION
644	6028	IN SM RD SN SUP&AM TYS80(1) SA (P) BM	EA	0	1.0	1.0	$1,200.00	$ 1,200.00
644	6030	IN SM RD SN SUP&AM TYS80(1) SA (T)	EA	2	1.0	-1.0	$1,025.00	$ (1,025.00)
644	6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	31	34.0	3.0	$350.00	$ 1,050.00
644	**6061**	**IN SM RD SN SUP&AM TYTWT(1)WS(T)**	**EA**	**0**	**2.0**	**2.0**	**$350.00**	**$ 700.00**
644	6071	RELOCATE SM RD SN SUP&AM TYTWT	EA	0	1.0	1.0		$ -
644	6076	REMOVE SM RD SN SUP&AM	EA	0	5.0	5.0		$ -
666	6030	REFL PAV MRK TY I (W) 8" (DOT)(100MIL)	LF	204	241.0	37.0	$1.00	$ 37.00
666	6036	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	706	2058.0	1352.0	$1.00	$ 1,352.00
666	6054	REFL PAV MRK TY I (W) (ARROW)(100MIL)	EA	4	9.0	5.0	$470.00	$ 2,350.00
666	6078	REFL PAV MRK TY I (W) (WORD)(100MIL)	EA	10	13.0	3.0	$105.00	$ 315.00
666	6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	3593	5775.0	2182.0	$0.50	$ 1,091.00
666	6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	15413	24610.0	9197.0	$0.50	$ 4,598.50
666	6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	15283	25106.0	9823.0	$0.50	$ 4,911.50
672	6007	REFL PAV MRKR TY I-C	EA	17	199.0	182.0	$38.00	$ 6,916.00
672	6009	REFL PAV MRKR TY II-A-A	EA	406	677.0	271.0	$4.00	$ 1,084.00
CO		MOBILIZATION	LS	0	1.0	1.0	$5,800.00	$ 5,800.00
677	**6001**	**ELIM EXT PAV MRK & MRKS 4" - CO**	**LF**	**0**	**8112.0**	**8112.0**	**$3.00**	**$ 24,336.00**
677	6008	ELIM EXT PAV MRK & MRKS ARROW - CO	EA	0	2.0	2.0	$0.00	$ -
677	6012	ELIM EXT PAV MRK & MRKS WORD - CO	EA	0	2.0	2.0	$0.00	$ -
							TOTAL	$ 54,716.00

[1]Refer to the Technical Specifications section for a description of the specific reference number.

CHASCO CONSTRUCTORS

P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax (512) 244-6085

2/8/2024

JOB #22100 - FUTURE CR (Samsung Highway)

CP #6 - REVISED STRIPING ADDED AT "S" TURN NEAR BRIDGE

ITEM	DESC CODE	DESCRIPTION	UNIT	REV QTY	UNIT PRICE	EXTENSION
500	6001	MOBILIZATION	EA	1.0	$2,368.00	$ 2,368.00
666	6300	REFL PAV MRK TY I (W) (4")(BRK)	LF	60.0	$32.00	$ 1,920.00
672	6007	REFL PAV MRKR TY I-C	EA	23.0	$95.00	$ 2,185.00
					TOTAL	$ 6,473.00
					Item: 999-WC03	

[1]Refer to the Technical Specifications section for a description of the specific reference number.

Commissioners Court - Regular Session **48.**

Meeting Date: 06/18/2024

23IFB34 CR 307 Reconstruction - Change Order #3 (Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of ($245,181.11) for Project 23IFB34 CR 307 Reconstruction (Joe Bland Construction) P: 394 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. No additional items are being added with this change order.

This Change Order results in a net decrease of $245,181.11 to the Contract amount, for an adjusted Contract total of $2,597,099.19. The original Contract amount was $2,796,832.80. As a result of this and all Change Orders to-date, $199,733.61 has been deducted from the Contract, resulting in a 7.14% net decrease in the Contract cost. As a result of this Change Order, twelve (12) days will be added to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

23IFB34-CR307-CO#3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 10:10 AM
Form Started By: Julissa Vasquez		Started On: 06/12/2024 03:16 PM
Final Approval Date: 06/13/2024		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Contract Award Date:	3/7/2023
Project Number:	*23IFB34*
Funding Source:	*P394*
Roadway:	*CR 307*
CSJ Number:	N/A

Contractor: **Joe Bland Construction** NTP Required: ☐ Yes ☑ No

Project Name: **CR 307 Reconstruction**

Change Order Work Limits: Sta. **10+00** to Sta. **32+92**

Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

Reasons: **2E** (3 Max. - In order of importance - Primary first)

Describe the work being revised:

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

Work to be performed in accordance with Items: **See Attached**

New or revised plan sheet(s) are attached and numbered: **N/A**

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 6/7/24

By

Typed/Printed Name Kyle Klussmann

Typed/Printed Title Project Mgr.

The following information must be provided

Time Ext. #: **2** Days added on this CO: **12**

Amount added by this change order: **($245,181.11)**

Original Contract Amount: **$2,796,832.80**

Total Change Orders To-Date: **($199,733.61)**

Percent Change in Original Contract: **-7.14%**

RECOMMENDED FOR EXECUTION:

6/7/2024
Senior Construction Engineer Date

6/11/2024
Program Manager Date

N/A
3rd Party Signature Date

RECOMMENDED FOR EXECUTION:

6/12/2024
Department of Infrastructure
Williamson County Date

APPROVED:

Presiding Officer of the
Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***3*** ***Project #*** ***23IFB34***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
103-6001	DISPOSAL OF WATER WELLS	EA	$5,700.00	1.00	$5,700.00	(1.00)	0.00	$0.00	($5,700.00)
161-WC01	EROSION CONTROL COMPOST (3")	SY	$10.00	4,338.00	$43,380.00	(4,338.00)	0.00	$0.00	($43,380.00)
164-WC10	SEEDING FOR EROSION CONTROL (TEMP)(WARM)(TY 10)	SY	$0.40	8,677.00	$3,470.80	(6,177.00)	2,500.00	$1,000.00	($2,470.80)
260-6002	LIME (HYDRATED LIME (SLURRY))	TON	$250.00	423.00	$105,750.00	(69.40)	353.60	$88,400.00	($17,350.00)
310-6001	PRIME COAT (MULTI OPTION)	GAL	$5.00	3,373.00	$16,865.00	(723.00)	2,650.00	$13,250.00	($3,615.00)
316-6193	AGGR (TY-D GR-5 SAC-B)	CY	$245.00	112.00	$27,440.00	(25.00)	87.00	$21,315.00	($6,125.00)
316-6413	ASPH (AC-15P, HFRS-2P OR CRS-2P)	GAL	$5.00	5,397.00	$26,985.00	(1,197.00)	4,200.00	$21,000.00	($5,985.00)
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$7,000.00	9.00	$63,000.00	1.00	10.00	$70,000.00	$7,000.00
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$35.00	150.00	$5,250.00	(115.00)	35.00	$1,225.00	($4,025.00)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$25.00	150.00	$3,750.00	(115.00)	35.00	$875.00	($2,875.00)
552-6003	WIRE FENCE (TY-C)	LF	$12.00	3,525.00	$42,300.00	(3,525.00)	0.00	$0.00	($42,300.00)
3076-6002	D-GR HMA TY-B SAC-B PG64-22	TON	$117.00	6,832.00	$799,344.00	(615.00)	6,217.00	$727,389.00	($71,955.00)
3076-6042	D-GR HMA TY-D SAC-B PG70-22	TON	$157.00	2,198.00	$345,086.00	89.17	2,287.17	$359,085.69	$13,999.69
6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	$130.00	120.00	$15,600.00	(80.00)	40.00	$5,200.00	($10,400.00)
999-WC01	FORCE ACCOUNT	DOL	$1.00	50,000.00	$50,000.00	(50,000.00)	0.00	$0.00	($50,000.00)
TOTALS					$1,553,920.80			$1,308,739.69	($245,181.11)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 307
Williamson County Project No. 23IFB34

Change Order No. 3

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. No additional items are being added with this change order.

This Change Order results in a net decrease of $245,181.11 to the Contract amount, for an adjusted Contract total of $2,597,099.19. The original Contract amount was $2,796,832.80. As a result of this and all Change Orders to-date, $199,733.61 has been deducted from the Contract, resulting in a 7.14% net decrease in the Contract cost. As a result of this Change Order, twelve (12) days will be added to the contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	CR 307 Reconstruction		Solicitation #:	23IFB34
Date awarded	3/7/2023			
Awarded Contract Amount		$2,796,832.80		
			Percentage Change	
	Change order #1	$10,447.50	0.37%	
	Change order #2	$35,000.00	1.25%	
	Change order #3	-$245,181.11	-8.77%	
	Total changes to date	($199,733.61)	-7.14%	(Running totals here)
	Adjusted contract amount	$2,597,099.19		

Commissioners Court - Regular Session **49.**

Meeting Date: 06/18/2024

22IFB57 CR 401 Reconstruction - Change Order #9 (Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 9 in the amount of ($151,545.26) for Project 22IFB57 CR 401 Reconstruction (James Construction Group) P: 390 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. An Extended Overhead item was added for the cost incurred by the contractor waiting on UPRR to finish work on the railroad crossing. This Change Order provides payment to the contractor for additional pavement preparation prior to the final striping, due to the construction activity near the Samsung project. This Change Order also adds items for installing object markers that were not originally included in the plans. Lastly, the Change Order adds an item for rock riprap to be placed in various locations throughout the project to prevent erosion. Please see attached Change Order for additional information.

This Change Order results in a net decrease of $151,545.26 to the Contract amount, for an adjusted Contract total of $13,790,229.91. The original Contract amount was $12,673,200.94. As a result of this and all Change Orders to-date, $1,117,028.97 has been added to the Contract, resulting in an 8.81% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB57 CR 401 CO#9

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 10:08 AM
Form Started By: Julissa Vasquez		Started On: 06/12/2024 02:54 PM
Final Approval Date: 06/13/2024		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 9

Contract Award Date:	3/22/2022
Project Number:	22IFB57
Funding Source:	P390
Roadway:	CR 401
CSJ Number:	N/A

Contractor: James Construction Group

NTP Required: ☐ Yes ☑ No

Project Name: CR 401

Change Order Work Limits: Sta. 139+10.75 to Sta. 205+27.24

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 2E (3 Max. - In order of importance - Primary first)

Describe the work being revised:

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds a quantity for Extended Overhead due to a UPRR delay.

Work to be performed in accordance with Items: See attached.

New or revised plan sheet(s) are attached and numbered: N/A

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses, additional changes for time, overhead and profit, or loss of compensation as a result of this change.

THE CONTRACTOR Date 6-11-24

By [signature]

Typed/Printed Name Brian Chaffe

Typed/Printed Title Operations Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: ($151,545.26)

Original Contract Amount:	$12,673,200.94
Total Change Orders To-Date:	$1,117,028.97
Percent Change in Original Contract:	8.81%

RECOMMENDED FOR EXECUTION:

[signature] 6/11/2024

Senior Construction Engineer Date

RECOMMENDED FOR EXECUTION:

[signature] 6/12/2024

Department of Infrastructure Date
Williamson County

Christen Eichelberger 6/12/2024

Program Manager Date

APPROVED:

N/A

3rd Party Signature Date

Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *9* ***Project #*** *22IFB57*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
105-6075	REMOV STAB BASE AND ASPH PAV (10"-18")	SY	$10.00	14,958.00	$149,580.00	2,378.83	17,336.83	$173,368.30	$23,788.30
110-6001	EXCAVATION (ROADWAY)	CY	$15.00	52,923.00	$793,845.00	(123.90)	52,799.10	$791,986.50	($1,858.50)
132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	$15.00	22,327.00	$334,905.00	957.90	23,284.90	$349,273.50	$14,368.50
160-WC01	FURNISH AND PLACING TOPSOIL (4")	SY	$0.67	38,653.00	$25,897.51	1,387.20	40,040.20	$26,826.93	$929.42
166-6002	FERTILIZER	TON	$2,000.00	2.70	$5,400.00	(0.82)	1.88	$3,760.00	($1,640.00)
168-WC01	VEGETATIVE WATERING	MG	$20.00	1,354.00	$27,080.00	(922.00)	432.00	$8,640.00	($18,440.00)
247-6044	FL BS (CMO IN PLC)(TY A GR 4)(FNAL POS)	CY	$50.65	24,968.00	$1,264,629.20	(124.98)	24,843.02	$1,258,298.96	($6,330.24)
432-6001	RIPRAP (CONC)(4 IN)	CY	$328.15	976.00	$320,274.40	95.95	1,071.95	$351,760.39	$31,485.99
432-6002	RIPRAP (CONC)(5 IN)	CY	$454.16	68.90	$31,291.62	16.10	85.00	$38,603.60	$7,311.98
464-6017	RC PIPE (CL III)(18 IN)	LF	$120.00	1,068.00	$128,160.00	(48.00)	1,020.00	$122,400.00	($5,760.00)
467-6363	SET (TY II)(18 IN)(RCP)(6:1)(P)	EA	$1,286.33	37.00	$47,594.21	(2.00)	35.00	$45,021.55	($2,572.66)
502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	$4,551.59	18.00	$81,928.62	2.00	20.00	$91,031.80	$9,103.18
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$40.00	140.00	$5,600.00	32.00	172.00	$6,880.00	$1,280.00
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$3.75	6,227.00	$23,351.25	116.00	6,343.00	$23,786.25	$435.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$0.75	6,227.00	$4,670.25	116.00	6,343.00	$4,757.25	$87.00
512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	$15.36	720.00	$11,059.20	420.00	1,140.00	$17,510.40	$6,451.20
512-6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	$23.70	120.00	$2,844.00	80.00	200.00	$4,740.00	$1,896.00
512-6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	$8.69	720.00	$6,256.80	260.00	980.00	$8,516.20	$2,259.40
512-6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	$9.42	120.00	$1,130.40	40.00	160.00	$1,507.20	$376.80
529-6008	CONC CURB & GUTTER (TY II)	LF	$34.22	218.00	$7,459.96	358.94	576.94	$19,742.89	$12,282.93
TOTALS					$3,272,957.42			$3,348,411.72	$75,454.30

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *9* ***Project #*** *22IFB57*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
530-6004	DRIVEWAYS (CONC)	SY	$52.30	972.11	$50,841.35	78.75	1,050.86	$54,959.98	$4,118.63
560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	$234.12	8.00	$1,872.96	(1.00)	7.00	$1,638.84	($234.12)
620-6010	ELEC CONDR (NO.6) INSULATED	LF	$3.11	252.00	$783.72	252.00	504.00	$1,567.44	$783.72
644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	$575.00	4.00	$2,300.00	(2.00)	2.00	$1,150.00	($1,150.00)
644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	$375.00	21.00	$7,875.00	(1.00)	20.00	$7,500.00	($375.00)
658-6015	INSTL DEL ASSM (D-SW)SZ (BRF)GF1	EA	$28.00	6.00	$168.00	2.00	8.00	$224.00	$56.00
658-6078	INSTL OM ASSM (OM-4)(TWT)WAS	EA	$275.00	8.00	$2,200.00	(4.00)	4.00	$1,100.00	($1,100.00)
662-6048	WK ZN PAV MRK REMOV (REFL) TY I-C	EA	$5.27	157.00	$827.39	(157.00)	0.00	$0.00	($827.39)
662-6060	WK ZN PAV MRK REMOV (W)4"(BRK)	LF	$0.80	1,490.00	$1,192.00	(1,490.00)	0.00	$0.00	($1,192.00)
662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LF	$0.54	25,948.00	$14,011.92	(14,980.00)	10,968.00	$5,922.72	($8,089.20)
662-6075	WK ZN PAV MRK REMOV (W)24"(SLD)	LF	$7.00	299.00	$2,093.00	(299.00)	0.00	$0.00	($2,093.00)
662-6086	WK ZN PAV MRK REMOV (W)(RR XING)	EA	$595.00	7.00	$4,165.00	(7.00)	0.00	$0.00	($4,165.00)
662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LF	$0.54	25,674.00	$13,863.96	(11,041.00)	14,633.00	$7,901.82	($5,962.14)
666-6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	LF	$1.16	27.00	$31.32	(27.00)	0.00	$0.00	($31.32)
666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	$0.89	3,584.00	$3,189.76	(1,475.00)	2,109.00	$1,877.01	($1,312.75)
666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	$5.85	408.00	$2,386.80	67.00	475.00	$2,778.75	$391.95
666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	$150.00	14.00	$2,100.00	(1.00)	13.00	$1,950.00	($150.00)
666-6093	REFL PAV MRK TY I (W)(RR XING)(100MIL)	EA	$527.00	4.00	$2,108.00	2.00	6.00	$3,162.00	$1,054.00
666-6224	PAVEMENT SEALER 4"	LF	$0.24	26,264.00	$6,303.36	5,124.00	31,388.00	$7,533.12	$1,229.76
666-6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	$0.48	3,870.00	$1,857.60	(798.00)	3,072.00	$1,474.56	($383.04)
666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	$0.48	15,787.00	$7,577.76	(4,006.00)	11,781.00	$5,654.88	($1,922.88)
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	$0.48	15,976.00	$7,668.48	(1,361.00)	14,615.00	$7,015.20	($653.28)
672-6007	REFL PAV MRKR TY I-C	EA	$4.85	356.00	$1,726.60	(203.00)	153.00	$742.05	($984.55)
672-6009	REFL PAV MRKR TY II-A-A	EA	$4.85	293.00	$1,421.05	225.00	518.00	$2,512.30	$1,091.25
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	$0.64	13,820.00	$8,844.80	(8,741.72)	5,078.28	$3,250.10	($5,594.70)
730-6107	FULL - WIDTH MOWING	CYC	$1,000.00	2.00	$2,000.00	(1.00)	1.00	$1,000.00	($1,000.00)
3076-6002	D-GR HMA TY-B SAC-B PG64-22	TON	$90.05	12,433.00	$1,119,591.65	438.87	12,871.87	$1,159,111.89	$39,520.24
3079-6042	D-GR HMA TY-D SAC-B PG70-22	TON	$126.47	5,873.00	$742,758.31	(135.15)	5,737.85	$725,665.89	($17,092.42)
6120-6001	DEAD END ROAD BARRICADE	LF	$28.00	128.00	$3,584.00	(64.00)	64.00	$1,792.00	($1,792.00)
7235-6070	CEM STABIL BKFL	CY	$101.84	43.00	$4,379.12	(33.50)	9.50	$967.48	($3,411.64)
999-WC01	FORCE ACCOUNT	DOL	$1.00	25,000.00	$25,000.00	(25,000.00)	0.00	$0.00	($25,000.00)
999-WC03	FORCE ACCOUNT-RAILROAD	DOL	$1.00	200,000.00	$200,000.00	(200,000.00)	0.00	$0.00	($200,000.00)
The "Totals" from Table B of the previous work sheet:					$3,272,957.42			$3,348,411.72	$75,454.30
TOTALS					$5,517,680.33			$5,356,863.75	($160,816.58)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *9* ***Project #*** *22IFB57*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
585-WC01	FORCE ACCOUNT-ESTIMATED RIDE QUALITY BONUS/PENALTY	DOL	$1.00	22,600.00	$22,600.00	(21,712.00)	888.00	$888.00	($21,712.00)
3076-WC01	FORCE ACCOUNT-ESTIMATED PLACEMENT AND PRODUCTION BONUS	DOL	$1.00	79,400.00	$79,400.00	(70,043.96)	9,356.04	$9,356.04	($70,043.96)
3076-WC02	FORCE ACCOUNT-ESTIMATED PLACEMENT AND PRODUCTION BONUS	DOL	$1.00	38,900.00	$38,900.00	(34,504.66)	4,395.34	$4,395.34	($34,504.66)
3076-6066	TACK COAT	GAL	$4.75	149.00	$707.75	(24.00)	125.00	$593.75	($114.00)
3085-6001	UNDERSEAL COURSE	GAL	$6.85	491.00	$3,363.35	(41.00)	450.00	$3,082.50	($280.85)
COT-WC02	18IN CONCRETE ENCASEMENT	CY	$208.59	24.00	$5,006.16	7.50	31.50	$6,570.59	$1,564.43
169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	$2.89	39,000.00	$112,710.00	(26,683.90)	12,316.10	$35,593.53	($77,116.47)
999-WC09	UPRR - RAILPROS FLAGGING OPERATION	DOL	$1.00	203,634.00	$203,634.00	21,539.00	225,173.00	$225,173.00	$21,539.00
999-WC16	EXTENDED OVERHEAD	DOL	$1.00	0.00	$0.00	179,573.29	179,573.29	$179,573.29	$179,573.29
999-WC17	SAMSUNG STRIPING - WATERBLASTING	LS	$3,412.50	0.00	$0.00	1.00	1.00	$3,412.50	$3,412.50
999-WC18	CULVERT OBJECT MARKERS	LS	$1,073.99	0.00	$0.00	1.00	1.00	$1,073.99	$1,073.99
999-WC19	ROCK RIPRAP	LS	$5,880.05	0.00	$0.00	1.00	1.00	$5,880.05	$5,880.05
The "Totals" from Table B of the previous work sheet:					$5,517,680.33			$5,356,863.75	($160,816.58)
TOTALS					$5,984,001.59			$5,832,456.33	($151,545.26)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 401 Reconstruction
Williamson County Project No. 22IFB57

Change Order No. 9

Reason for Change

This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

An Extended Overhead item was added for the cost incurred by the contractor having to wait on UPRR to finish work on the railroad crossing.

This Change Order provides payment to the contractor for additional pavement preparation prior to the final striping, due to the construction activity near the Samsung project.

This Change Order also adds items for installing object markers that were not originally included in the plans.

Lastly, the Change Order adds an item for rock riprap to be placed in various locations throughout the project to prevent erosion.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC16	EXTENDED OVERHEAD	179,573.29	DOL
999-WC17	SAMSUNG STRIPING – WATERBLASTING	1.0	LS
999-WC18	CULVERT OBJECT MARKERS	1.0	LS
999-WC19	ROCK RIPRAP	1.0	LS

This Change Order results in a net decrease of $151,545.26 to the Contract amount, for an adjusted Contract total of $13,790,229.91. The original Contract amount was $12,673,200.94. As a result of this and all Change Orders to-date, $1,117,028.97 has been added to the Contract, resulting in an 8.81% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	CR 401 Reconstruction		Solicitation #:	22IFB57
Date awarded	3/22/2022			
Awarded Contract Amount		$12,673,200.94		
			Percentage Change	
	Change order #1	$13,315.52	0.11%	
	Change order #2	$414,400.00	3.27%	
	Change order #3	$214,351.37	1.69%	
	Change order #4	$188,826.95	1.49%	
	Change order #5	$0.00	0.00%	
	Change order #6	$399,968.56	3.16%	
	Change order #7	$137,831.49	1.09%	
	Change order #8	-$100,119.66	-0.79%	
	Change order #9	-$151,545.26	-1.20%	
	Total changes to date	$1,117,028.97	8.81%	(Running totals here)
	Adjusted contract amount	$13,790,229.91		

FW: CR 401 Project Change Order Negotiations

Item: 999-WC16

Oscar Salazar-Bueno
To Kyle McCoy
Cc Garett Sartin; Steven Shull; Julissa Vasquez; Eddie R. Church; **70391_CR401_CR404**

You forwarded this message on 5/15/2024 10:52 AM.

External Email: Use caution when clicking on links, replying, or opening attachments.

Oscar,

James Construction accepts the offer of $237,732.08 for extended Overhead Damages on the CR 401 Project.

Regards,

$237,732.08
-$58,158.79(COT paid this amount)
$179,573.29 - Extended Overhead Item 999-WC16

Brian C. Chaffe
James Construction Group
Operations Manager/Paraclete/Extoller,
C: 254-627-1209
bchaffe@prim.com

Primoris

"No business objective is so important that it will be pursued at the sacrifice of safety."

Item 999-WC17

James Construction Group

Force Account - FLASHER Waterblasting

Date: 2/22/2024
CO Pricing Good For: 45 days

Project: CR 401
Control: 22IFB57

County: Williamson
Highway: CR 401

Description: **Force Account - FLASHER Waterblasting**
Estimated Qty: 1 LS
Estimated Change in Contract Sum: $ 3,412.50

Narrative: Per HNTB, JCG was directed to have waterblasting performed on the south end of the project for final striping operations near Samsung. Pricing was reviewed and agreed to ahead of the operation.

Labor	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
					Subtotal	$ -
					55% Labor Insurance	$ -
					Total Labor	**$ -**

Equipment	QTY	UM	Rate	Extended
			Total Equipment	**$ -**

Subcontractors	QTY	UM	Price	Extended
FLASHER - Waterblasting	1.00	LS	$ 3,250.00	$ 3,250.00
				$ -
			Total Subcontract	**$ 3,250.00**

Material	QTY	UM	Price	Extended
				$ -
				$ -
			Total Material	**$ -**

SUBTOTAL	**$ 3,250.00**
5% MARKUP	**$ 162.50**
TOTAL	**$ 3,412.50**

UNIT PRICE (TOTAL COST/EST. QTY) **$** **3,412.50**

FLASHER Equipment Co

Main Office:
5827 W. US HWY 90
San Antonio, Tx 78227
Phone: 210-736-4251
Fax: 210-736-2084
www.flasherequipment.com

75 County Road 372
Jarrell, TX 76537
Phone: (512) 746-4441
Fx: (512) 746-4444

PROJECT: WILLIAMSON CR 401 RECONSTRUCTION AND EXTENSION
WILCO PROJ. NUMBER 22IFB57
DATE: JANUARY 18, 2024
TERMS: 30 DAYS WITH ACCOUNT / PRE PAY WITHOUT ACCOUNT
LOCATION: WILLIAMSON COUNTY

QUOTE # 18343G

PAVEMENT MARKINGS

ITEM	Description	Unit	Qty.	Price	Amount
1	MOBILIZATION	EA	1	$1,250.00	$1,250.00
2	ROADWAY CLEANING WITH WATER BLAST TRUCK	LF	4000	$0.50	$2,000.00

*** IF QUANTITY DESCREPENCIES EXIST BETWEEN THE ENGINEERS BID ESTIMATE, THIS PROPOSAL OR THE PLAN SHEETS, THE FINAL INSTALLED QUANTITIES SHALL GOVERN INVOICING.**

TOTAL **$3,250.00**

NOTES AND EXCLUSIONS

PAVEMENT MARKINGS
* All notes and exclusions from original proposal shall apply to this change order.
*** Any items not specifically noted will be additional.**

GENERAL
* FLASHER EQUIPMENT WARRANTS WORKMANSHIP AND MATERIALS ONLY. REPAIRS DUE TO NORMAL WEAR, VANDALISM, OR NEGLIGENCE WILL BE PERFORMED ON AN EXTRA WORK BASIS.
*** BILLING FOR THE PROJECT WILL BE FOR THE TERM ITEMS ARE ON SITE, REGARDLESS OF PAYMENT FROM OWNER.**
* PRICES DO NOT INCLUDE TAX.
*** PRICES QUOTED ARE GOOD FOR 30 DAYS.**
* Any discrepancy between the Flasher Equipment Company bid proposal, this document, and the contract documents, this bid proposal shall supersede and prevail.
*** IF RETAINAGE IS NOT DEFINED BELOW, THEN ALL MONEY'S WILL BE DUE AS BILLED.**
*** FLASHER EQUIPMENT COMPANY DOES NOT INDEMNIFY GENERAL CONTRACTOR OR PROJECT OWNERS FOR ACCIDENTS, INJURY, OR DEATH CAUSED SOLEY BY GENERAL CONTRACTOR OR PROJECT OWNERS ACTIVE OR PASSIVE NEGLIGENCE.**

SUBMITTED_____
DAVID MCMULLEN / ESTIMATOR

ACCEPTED:_____
Name

_____
Title

_____
Date

_____
Job/PO#

Item 999-WC18

James Construction Group

Force Account - ESSI Punchlist Items

Date: 2/27/2024
CO Pricing Good For: 45 days

Project: CR 401
Control: 22IFB57

County: Williamson
Highway: CR 401

Description: **Force Account - ESSI Punchlist Items**
Estimated Qty: 1 LS
Estimated Change in Contract Sum: $ 1,073.99

Narrative: Per HNTB punchlist, ESSI was directed to install 7EA Culvert OMs and R&R Mr. Lawrence's mailbox.

Labor	[redacted]	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended

Subtotal	$ -
55% Labor Insurance	$ -
Total Labor	**$ -**

Equipment	[redacted]	QTY	UM	Rate	Extended

Total Equipment	**$ -**

Subcontractors	[redacted]	QTY	UM	Price	Extended
ESSI - Install Culvert OMs Quote		7.00	EA	$ 87.55	$ 612.85
ESSI - R&R Mr. Lawrence Mailbox		1.00	EA	$ 410.00	$ 410.00

Total Subcontract	**$ 1,022.85**

Material	[redacted]	QTY	UM	Price	Extended
					$ -
					$ -

Total Material	**$ -**

SUBTOTAL	**$ 1,022.85**
5% MARKUP	**$ 51.14**
TOTAL	**$ 1,073.99**

UNIT PRICE (TOTAL COST/EST. QTY) **$** **1,073.99**

ESSI
ENVIRONMENTAL SAFETY SERVICES INC.

Environmental Safety Services, Inc.
P.O. Box 54
Buda, Texas, 78610

Phone: 512-989-2259
Fax: 512-372-9375

**** CERTIFIED DBE / MBE / HUB / HABE / SBE CONTRACTOR ****

COA/TXDOT MBE/DBE #: VS0000012711, SCTRCA SBE/MBE/HABE #: 215049005, Texas HUB #: 1260203041800

Bid Date: **February 27, 2024** **Proposal #:** **20240227 - 001**
Project: **CR 401 Reconstruction and Waterline**
For: **James Group/ Williamson County**

Environmental Safety Services proposes to provide all the materials, labor, equipment and supervision necessary to perform the following work at the above referenced project per plans and specifications.

ITEM #	DESCRIPTION	UNIT	QUANTITIES	BID PRICE	EXT. PRICE
658-6047	INSTL OM ASSM (OM-2Y)(WC)GND	EA	7.00	$87.55	$612.85
560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	1.00	$410.00	$410.00
				TOTAL	**$1,022.85**

Notes:
***
General Contractor to provide access and staging area for ESSI materials & equipment.
Sales tax is not included in above pricing. If exempt, please send an exemption certificate.
If bond is required, add 2.5% of contract amount and place in mobilization.

Exclusions: All permits, lane closures, traffic control, maintenance,testing, shoring, dirtwork, dewatering, survey, and layout are excluded. Any item that is not specifically included is excluded.

Pricing is good for thirty (30) days.
*****All bid prices are negotiable.*****

Respectfully submitted by Joshua Ealand

Accepted by: _____ Date: _____

Bid Item Averages

Filters:

Standard Specification Code
(Multiple values)

Bid Item
(Multiple values)

Actual Let Date Range
Last 3 months

Bidder Rank
Low Bidder

District
(All)

County
(All)

Project Classification
(All)

Vendors
(Select to Exclude)
(All)

Adjust filters to refine your analysis of bid item average costs.

Use Qty Filter:
NO

Show Chart

Data Date: 2/27/2024 1:11:47 PM

BID ITEM	BID ITEM DESCRIPTION	UNIT OF MEASURE	Min. Bid Item Qty	Max. Bid Item Qty	Avg. Unit Price	Min. Unit Price	Max. Unit Price	Std. dev. of Unit Price	Median Unit Price
560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	1.0	27.0	$410.00	$320.00	$500.00	$127.28	$410.00
658-6047	INSTL OM ASSM (OM-2Y)(WC)GND	EA	4.0	52.0	$87.55	$50.00	$185.00	$38.11	$75.00

Item 999-WC18

Item 999-WC19

James Construction Group

Force Account - ESSI Rock RipRap Install

Date: 2/22/2024
CO Pricing Good For: 45 days

Project: CR 401
Control: 22IFB57

County: Williamson
Highway: CR 401

Description: **Force Account - ESSI Rock RipRap Install**
Estimated Qty: 1 LS
Estimated Change in Contract Sum: $ 5,880.05

Narrative: Per HNTB punchlist, ESSI was directed to install Rock Riprap in various called out areas on the project by the Observer.

Labor	[redacted]	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended

Subtotal	$ -
55% Labor Insurance	$ -
Total Labor	**$ -**

Equipment	[redacted]	QTY	UM	Rate	Extended

Total Equipment	**$ -**

Subcontractors	[redacted]	QTY	UM	Price	Extended
ESSI - 432-6014 Rip Rap Stone (Dry) 6in		69.80	CY	$ 80.23	$ 5,600.05
					$ -

Total Subcontract	**$ 5,600.05**

Material	[redacted]	QTY	UM	Price	Extended
					$ -
					$ -

Total Material	**$ -**

SUBTOTAL	**$ 5,600.05**
5% MARKUP	**$ 280.00**
TOTAL	**$ 5,880.05**

UNIT PRICE (TOTAL COST/EST. QTY) **$** **5,880.05**

Daily Report - 1984 - WILLIAMSON CR 401 (1984)

Item 999-WC19

Date: 2/22/2024

Diary

Tyrell Wurl (TYRELL WURL)

Cloudy, warm and dry

Note	Transaction Tags
Remove Rock Berms Install Rock Rip Rap	COUNTY - Williamson INSPECTOR - Kyle McCoy HIGHWAY - CR 401

No notes found

No notes found

No notes found

No notes found

No notes found

No notes found

No notes found

No notes found

Item 999-WC19

No notes found

No notes found

No notes found

No notes found

No notes found

No notes found

No notes found

No notes found

No notes found

No notes found

No notes found

No notes found

No notes found

No notes found

Item 999-WC19

No notes found

No notes found

Form PDF

Notes

Tyrell Wurl (TYRELL WURL)

506-6011 : ROCK FILTER DAMS (REMOVE)

Internal	Transaction Tags	Public
Sta 200+00 Rt-100’ Sta 195+00 Rt-20’ Sta 190+00 Rt-25’		

998-0003 : Remove & Replace Mailbox Assembly

Internal	Transaction Tags	Public
Sta 155+75 Lt-1		

998-0004 : Rock Riprap

Internal	Transaction Tags	Public
Sta 586+25 Lt-8.8 CY 8’x30’x12” Sta 200+00 Lt- .5 CY 4’x4’x8”		

Sta 176+00 Rt- 60 CY 20’x80’x12”

Item 999-WC19

998-0005 : Install TY 2 Object Markers

Internal	Transaction Tags	Public
Sta 584+75 CL-1 Sta 585+25 CL-1 Sta 199+00 Lt-1 Sta 199+00 Rt-1 Sta 190+00 Lt-1 Sta 190+00 Rt-1 Sta 144+00 Lt-1		

Time Card

Tyrell Wurl (TYRELL WURL)

Cost Codes #1-4

Shift 1

Code	Name	Pay Class	506-6011 ROCK FILTER DAMS (REMOVE) 145.000 LF	998-0005 Install TY 2 Object Markers 7.000 EA	998-0004 Rock Riprap 69.800 CY	998-0003 Remove & Replace Mailbox Assembly 1.000 EA	Resource Total
SOLIN R RENDEROS	Solin Rodriguez	COMMON LABORER	3 / 1.5	1	3 / 1.5	1	11
GUSTAVO ADOLFO GARCIA GOMEZ	Gustavo Adolfo Garcia Gomez	COMMON LABORER	3 / 1.5	1	3 / 1.5	1	11
GERARDO TREJO AVALOZ	Gerardo Trejo	COMMON LABORER	3 / 0.5	1	3 / 1	1	9.5
MARCELINO ESQUIVEL	Marcelino Esquivel	COMMON LABORER	3 / 0.5	1	3 / 1	1	9.5

JAVIER O TREJO	Javier Olguin	JOB FOREMAN	3 / 0.5	1	3 / 1	1	9.5
RUBISEL OLGUIN	Rubisel Olguin	JOB FOREMAN	3 / 0.5	1	3 / 1	1	9.5

Cost Adjustments

Item 999-WC19

Code	Name	Adjustments
No data available		

Schedules

Code	Name	Start	Break (1)	Lunch	Break (2)	Meal (2)	End	Notes
SOLIN R RENDEROS	Solin Rodriguez	06:00		12:00 - 12:30			17:30	
GUSTAVO ADOLFO GARCIA GOMEZ	Gustavo Adolfo Garcia Gomez	06:00		12:00 - 12:30			17:30	
GERARDO TREJO AVALOZ	Gerardo Trejo	06:00		12:00 - 12:30			16:00	
MARCELINO ESQUIVEL	Marcelino Esquivel	06:00		12:00 - 12:30			16:00	
JAVIER O TREJO	Javier Olguin	06:00		12:00 - 12:30			16:00	
RUBISEL OLGUIN	Rubisel Olguin	06:00		12:00 - 12:30			16:00	

Labor Totals

Hours: 60 **Broken Out: 48/12/0**

Commissioners Court - Regular Session **50.**

Meeting Date: 06/18/2024

CR 314 Bartlett Electric Easement Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Letter Agreement with Usman Azam for a 0.0459 acre Bartlett Electric Utility Easement for the County Road 314 project, parcel 10. Funding Source: Road Bond (P364)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 10:05 AM
Form Started By: Charlie Crossfield		Started On: 06/12/2024 09:49 AM
Final Approval Date: 06/13/2024		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8731 (D) • fax 512-255-8986

john@scrrlaw.com

April 3, 2024

Usman Azam
18 Highway Spring Lane
Georgetown, Texas 78633

Re: CR 314
Bartlett Electric Easement

Dear Mr. Azam:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent electric easement by Williamson County and Bartlett Electric Cooperative, Inc. (collectively the "County") in and across portions of the property owned by you ("Owner") as part of the County's proposed CR 314 improvements ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to County of a fully executed and acknowledged electric easement ("Easement") in and to a 0.0459-acre (2,001 square foot) tract of land, such rights to be granted in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **$8,000.00** in cash or other good funds ("Purchase Price").

2. If requested by County, the Closing and completion of this transaction shall take place at Longhorn Title Company ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request, the Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County or to the Easement Grantee in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by County of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after June 3, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed improvement construction project of County.

To the extent allowed by law County, its agents and contractors agree to release, indemnify, and otherwise hold Owner harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by the Contract to expeditiously complete the Closing of the purchase transaction.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please have this letter executed by the appropriate person where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and closing as quickly as possible.

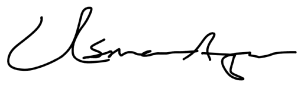
Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

/s/ John L. Kelley
John L. Kelley
Sheets & Crossfield, PLLC

[signature page follows]

AGREED:

By: 

Name: Usman Azam

Address: 18 HIGHLAND SPRING LANE

GEORGETOWN , TEXAS 78633

Date: 06/06/2024

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr.
County Judge

Date: _____

EXHIBIT “A” FORM OF EASEMENT FOLLOWS

ELECTRIC UTILITY EASEMENT
AND COVENANT OF ACCESS

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

That **USMAN AZAM** (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from **Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation**, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an Easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths ("Easement"), over, across, along and upon all that certain land in Williamson County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Easement").

The Easement and its rights and privileges herein granted shall include the right of temporary pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service to Grantor's property including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the

Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

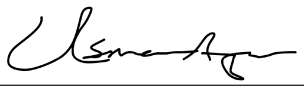
Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens: _____
_____

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

[signature page follows]

GRANTOR:



USMAN AZAM

Grantor

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on _____, 2024, by Usman Azam, the person(s) named as Grantor(s) on the first page of this document.

_____
Notary Public, State of Texas

****

DO NOT WRITE BELOW THIS LINE

RESERVED SPACE BELOW FOR RECORDING AT COUNTY

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0459 ACRE (2,001 SQUARE FOOT) PARCEL OF LAND, SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 7, OF SUNRISE MEADOWS, A SUBDIVISION RECORDED IN CABINET G, SLIDE 275, OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, DESCRIBED IN GENERAL WARRANTY DEED TO USMAN AZAM, RECORDED IN DOCUMENT NO. 2023008227, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.0459 ACRE (2,001 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped “WILLIAMSON COUNTY” set, being 68.00 feet right of Engineer’s baseline station 84+55.37, on the proposed southerly right-of-way (ROW) line of County Road 314 (C.R. 314) (ROW width varies), same point being on the westerly boundary line of Lot 6 of said SUNRISE MEADOWS subdivision, same line being the easterly boundary line of said Lot 7, (Grid Coordinates determined as N=10,263,128.54, E=3,153,933.83), for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, from which a 1/2 inch iron rod found in the original southerly ROW line of County Road 314 (variable ROW width), same line being the northerly boundary line of said SUNRISE MEADOWS subdivision, said point being the northwesterly corner of said Lot 6 and the northeasterly corner of said Lot 7, bears N 21°28’28” W a distance of 50.53 feet;

1) **THENCE, S 21°28'28" E** departing said proposed southerly ROW line, with the common boundary line of said Lot 6 and said Lot 7, a distance of **10.00 feet** to a calculated point for the southeasterly corner of the herein described parcel;

THENCE, over and across said Lot 7 the following two (2) courses:

2) **S 68°09'14" W** a distance of **197.31 feet** to a calculated point at the beginning of a tangent curve to the right;

3) with said curve to the right having a radius of **6,077.98 feet**, a delta angle of **00°01’34”,** an arc length of **2.76 feet**, and a chord which bears **S 68°10'01" W**, a distance of **2.76 feet** to a calculated point in the common boundary line of Lot 8, said SUNRISE MEADOWS subdivision, and said Lot 7, for the southwesterly corner of the herein described parcel;

4) **THENCE, N 21°24'47" W** with said common boundary line of Lot 8 and Lot 7 a distance of **10.00 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer’s baseline station 82+55.31, in said proposed southerly ROW line of C.R. 314, at the beginning of a non-tangent curve to the left, for the northwesterly corner of the herein described parcel, from which a 1/2 inch iron rod found in said original southerly ROW line of County Road 314, same line being said northerly boundary line of SUNRISE MEADOWS subdivision, same point being the northeasterly corner of said Lot 8 and the northwesterly corner of said Lot 7, bears N 21°24’47” W a distance of 51.51 feet;

THENCE, with said proposed southerly ROW line of C.R. 314, over and across said Lot 7 the following two (2) courses:

5) with said curve to the left having a radius of **6,067.98 feet**, a delta angle of **00°01’31”**, an arc length of **2.69 feet**, and a chord which bears **N 68°09'59" E**, a distance of **2.69 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer’s baseline station 82+58.00, for a point of tangency;

6) **N 68°09'14" E** a distance of **197.37 feet** to the **POINT OF BEGINNING**, and containing an area of 0.0459 acre (2,001 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

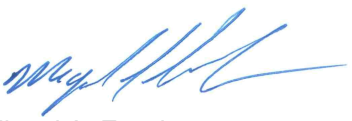
This property description is accompanied by a separate parcel plat.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics



Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
Licensed State Land Surveyor
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
Project No: SLAN-001
S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL-10-AZAM.doc

EXHIBIT A

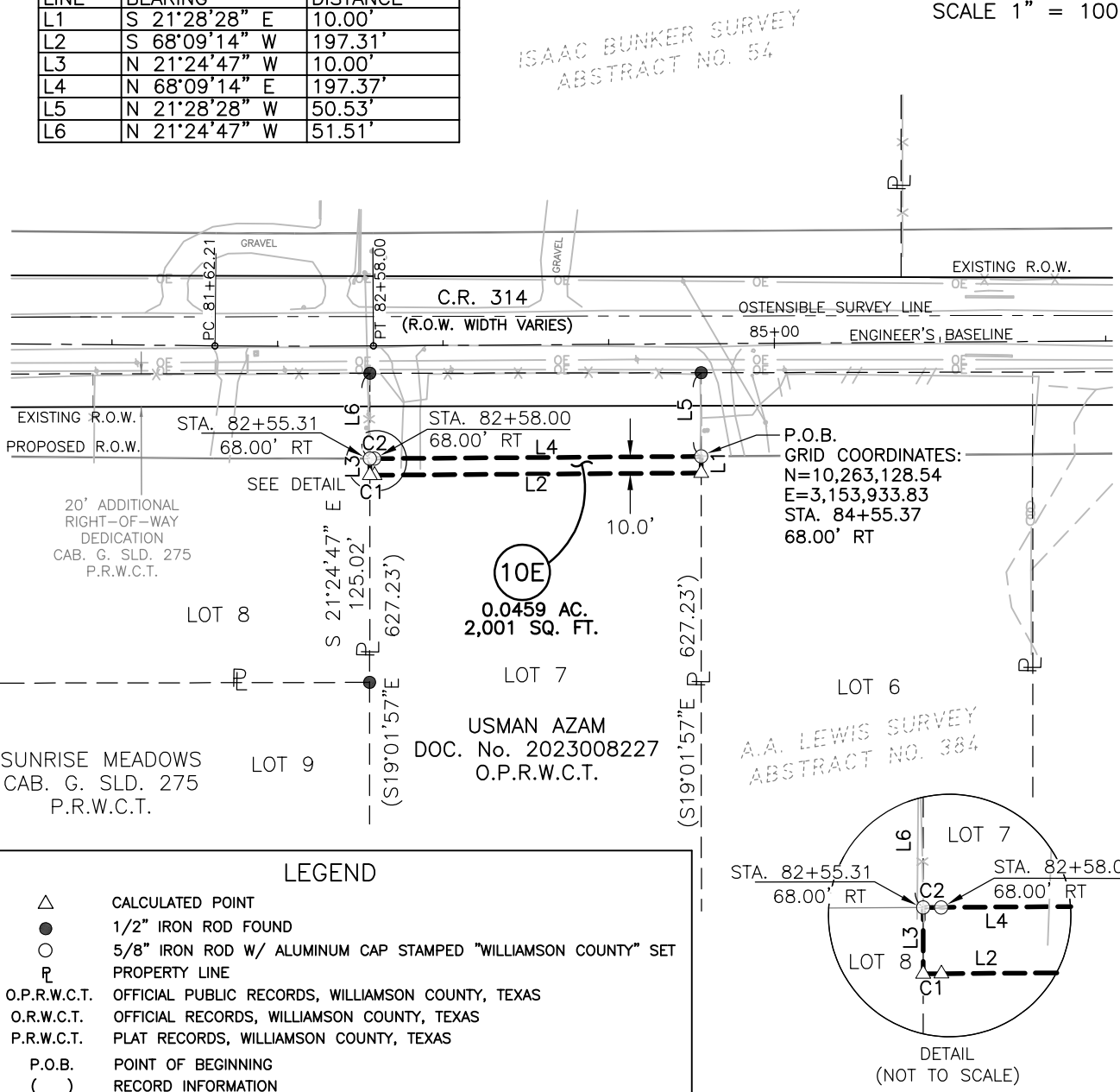
PLAT TO ACCOMPANY DESCRIPTION

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	0°01'34"	6,077.98'	2.76'	S 68°10'01" W	2.76'
C2	0°01'31"	6,067.98'	2.69'	N 68°09'59" E	2.69'

LINE	BEARING	DISTANCE
L1	S 21°28'28" E	10.00'
L2	S 68°09'14" W	197.31'
L3	N 21°24'47" W	10.00'
L4	N 68°09'14" E	197.37'
L5	N 21°28'28" W	50.53'
L6	N 21°24'47" W	51.51'

50 0 50 100

SCALE 1" = 100'



DETAIL
(NOT TO SCALE)

LEGEND

△	CALCULATED POINT
●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
℄	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION

PROJECT NO.: SLAN-001

01/18/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

USMAN AZAM

PARCEL 10E
0.0459 AC.
2,001 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 10-AZAM

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

7) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE COMPANY, UNDER GF NO. GT2301881, EFFECTIVE 06/13/2023 ISSUED 06/26/2023. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B:

1. RESTRICTIVE COVENANTS OF RECORD IN CABINET G, SLIDES 275-276, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

10a. ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY, WHETHER DEDICATED OR NOT.

10b. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER EXISTING LEASE AGREEMENTS AFFECTING THE LAND.

10c. RIGHT-OF-WAY TWENTY (20) FEET IN WIDTH ALONG THE FRONT PROPERTY LINE(S), AS SHOWN BY THE RECORDED PLAT OF SUBDIVISION. (THE LOCATION IS SHOWN)

10d. DRAINAGE EASEMENTS AND SETBACKS AS SHOWN BY THE RECORDED PLAT OF SUBDIVISION. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10e. EASEMENT DATED MARCH 9, 1972, TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN VOLUME 586, PAGE 243, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

10f. EASEMENT DATED JANUARY 9, 1987, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 1622, PAGE 21, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

10g. ANY PORTION OF THE ABOVE DESCRIBED TRACT THAT MAY LIE WITHIN THE 100 YEAR FLOOD PLAIN IS SUBJECT TO REGULATIONS GOVERNING THE USE AND DEVELOPMENT OF SUCH PROPERTY AS MAY BE PROMULGATED BY ANY GOVERNMENTAL ENTITY,FEDERAL, STATE, OR CITY GOVERNMENTS AS MAY EXIST IN WILLIAMSON COUNTY, TEXAS.

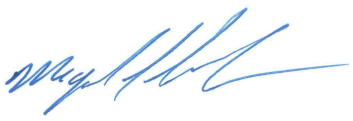
10h. (NOT A SURVEY MATTER)

10i. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.

10j. RIGHTS OF PARTIES IN POSSESSION.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO.4933.

INLAND GEODETICS



MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

PROJECT NO.: SLAN-001

01/18/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

USMAN AZAM

WILLIAMSON COUNTY

PROJECT C.R. 314

PARCEL 10E
0.0459 AC.
2,001 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 10-AZAM

Commissioners Court - Regular Session **51.**

Meeting Date: 06/18/2024

Corridor A2 Right of Entry request

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 Consent to Evaluate and Investigate and Survey Permit (Right of entry) with John Kitsmiller and Renee Kitsmiller for survey purposes needed on Corridor A2. (PARCEL 27)
Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 10:06 AM
Form Started By: Charlie Crossfield		Started On: 06/12/2024 09:53 AM
Final Approval Date: 06/13/2024		

DocuSign Envelope ID: 6ABE6138-2157-45C9-A76F-C1385930F547

CONSENT TO EVALUATE AND INVESTIGATE AND SURVEY PERMIT

The undersigned John Kitsmiller and Renee Kitsmiller ("Grantors") do hereby warrant that they are owners of the real property herein described and do hereby grant to Williamson County, Texas its successors, and its assigns (collectively, "Grantee") permission to enter upon the following described real estate hereinafter referred to as the "Property" in Williamson County, Texas, to wit:

CR 405, Taylor, Texas 76574, Property ID R502450

Grantors herein grant to Grantee and/or its representatives the right to conduct any and all due diligence, including but not limited to surveying and engineering of said land. The engineers, surveyors, or inspectors may establish a line-of-sight survey, flag and stake said land, inspect, and conduct other inspections as to the condition of said property ("Survey"). Grantee is responsible for payment of all inspections, surveys, or reports performed at Grantee's request and shall pay for any damage that occurs to the Property as a result of such activities.

Before commencing any work provided for herein, Grantee and all contractors hired by Grantee are to obtain and maintain, at their sole cost and expense, general-liability and property-damage insurance and workman's compensation insurance to cover its employees and workers. Grantee shall maintain such insurance at all times during which Grantee or any of the Grantee Group shall be present on the properties owned by Grantor or at the work site. All of the policies required herein shall be endorsed to waive any rights of subrogation (which the insurance company may acquire by reason of the payment) of any claim to Grantor, its successors, or assigns. General-liability insurance shall provide for insured limits for bodily injury and death of at least $1,000,000 per occurrence and $2,000,000 aggregate. Workman's compensation insurance shall be for the statutory limits, and Employer's Liability Insurance shall have a limit of at least $1,000,000 per occurrence. Comprehensive automobile-liability insurance insuring all owned, non-owned, and hired automobiles shall have minimum limits of liability of $1,000,000 per occurrence for bodily injury and property damage.

To the extent allowed by law, Grantee agrees to pay any and all damages of every kind and nature suffered by the Grantor, their successors, and assigns (hereinafter "Indemnified Party(ies)"), directly caused by or arising in whole or in part out of:

a) the conduct, acts, or omissions of Grantee or the Grantee Group; or

b) Grantee's breach of any term, covenant, or condition of this Survey Permit, arising out of or relating to Grantee's Surveys, or any other negligent or intentional acts or omissions by Grantee or the Grantee Group.

DocuSign Envelope ID: 6ABE6138-2157-45C9-A76F-C1385930F547

To the extent allowed by law, this indemnity obligation extends to claims arising from work performed hereunder, including those for the death or personal injury of any person (including but not limited to Grantee and the Grantee Group as well as Grantors, the Indemnified Parties, or anyone else) as well as for claims for damage to property, including the loss or loss of use of enjoyment of property.

To the extent allowed by law, Grantee shall indemnify and hold Grantor and/or the Indemnified Party(ies) harmless from and against any and all fines and/or penalties that are imposed as a result of any failure to comply with the requirements of all applicable valid laws, rules, or regulations of governmental bodies having jurisdiction over the activities conducted by, or at the direction of, Grantee or the Grantee Group.

EXECUTED this 2/2/2024 day of February, 2024

Grantors:

JOHN KITSMILLER AND RENEE KITSMILLER

DocuSigned by:
B89A6BE81A89488...
John Kitsmiller

DocuSigned by:
Renee Kitsmiller
029C41030C44480...
Renee Kitsmiller

GRANTEE:

Williamson County

_____

By:_____
Printed Name

Title:_____

Commissioners Court - Regular Session **52.**

Meeting Date: 06/18/2024

Hero Way Phase 1 AFA with TxDoT

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Advance Funding Agreement for Surface Transportation Block Grant (STBG) Program and Community Project Funding/Congressionally Directed Spending Program Off System with the State of Texas for the Hero Way project Phase 1A. Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AFA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 10:51 AM
Form Started By: Charlie Crossfield		Started On: 06/13/2024 10:44 AM
Final Approval Date: 06/13/2024		

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z0000		CFDA No.	20.205
AFA CSJs	0914-05-222				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name	Hero Way from 183A to RM 2243				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant (STBG) Program and Community Project Funding/Congressionally Directed Spending Program Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2024 (Division F of the Consolidated Appropriations Act, 2024 [Public Law 118-42]) appropriates for Highway Infrastructure Programs (HIP) from the General Fund of the Treasury for federal Fiscal Year (FY) 2024 for the Project of the amount, $13,000,000 is set aside for "Community Project Funding / Congressionally Directed Spending."; and,

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **realign and reconstruct existing roadway to be compatible for future freeway corridor.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

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District #	14	Code Chart 64#	50246			
Project Name	Hero Way from 183A to RM 2243				*AFA Not Used For Research & Development*	

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **05/21/2024**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**Local Government**	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **preliminary engineering (preliminary design, environmental, utilities, right of way), plans, specifications, and estimates (PS&E) and reconstruction to realign existing roadway to 3 lanes of future frontage road on Hero Way from 183A to RM 2243, in Williamson County, Texas as shown on Attachment A.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The

engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will

be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local

Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate

of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
Williamson County ATTN: County Engineer 3151 SE Inner Loop Georgetown, TX 78626	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including

procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment

and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject

to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z0000		CFDA No.	20.205
AFA CSJs	0914-05-222				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name	Hero Way from 183A to RM 2243				*AFA Not Used For Research & Development*	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z0000		CFDA No.	20.205
AFA CSJs	0914-05-222				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name	Hero Way from 183A to RM 2243				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-05-222	AFA ID	Z0000		CFDA No.	20.205
AFA CSJs	0914-05-222				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name	Hero Way from 183A to RM 2243				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Engineering Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Construction Costs will be allocated based on Community Project Funding/Congressionally directed Spending Earmark, 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering CAT 7(by Local Government)	$839,000	100%	$839,000	0%	$0	TDC	$167,800
ROW/Util Coord (by Local Government)	$100,000	0%	$0	0%	$0	100%	$100,000
Environmental (by Local Government)	$23,000	100%	$23,000	0%	$0	TDC	$4,600
Construction Cat.3 (by Local Government)	$13,650,000	0%	0	0%	0	100%	$13,650,000
Construction -Earmark (by Local Government)	$ 8,750,000	80%	$7,000,000	0%	$0	20%	$ 1,750,000
Construction – HUD (by Local Government)	$ 16,250,000	80%	$13,000,000	0%	0	20%	$3,250,000
Subtotal	$ 39,612,000		$20,862,000		$0		$ 18,750,000
Environmental Direct State Costs	$39,612	0%	$0	0%	$0	100%	$39,612
Right of Way Direct State Costs	$9,903	0%	$0	0%	$0	100%	$9,903
Engineering Direct State Costs	$59,418	0%	$0	0%	$0	100%	$59,418
Utility Direct State Costs	$9,903	0%	$0	0%	$0	100%	$9,903
Construction Direct State Costs	$277,284	0%	$0	0%	$0	100%	$277,284
Indirect State Costs 4.60%	$1,822,152	0%	$0	100 %	$1,822,152	0%	$0
TOTAL	$41,830,272		$20,862,000		$1,822,152		$19,146,120

*)Local Government is utilizing 172,400. Transportation Development Credits (TDC) in lieu of non-federal matching funds for the Engineering Costs.

Initial payment by the Local Government to the State: $118,836

Payment by the Local Government to the State before construction: $277,284

Estimated total payment by the Local Government to the State $396,120 This is an estimate.

The final amount of Local Government participation will be based on actual costs.

Commissioners Court - Regular Session **53.**

Meeting Date: 06/18/2024

Hero Way Relocation Claim

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 fixed move relocation claim with Mark Bjork and Heidi Bjork as a result of a right of way acquisition for the Hero Way project (Parcel 335). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 10:11 AM
Form Started By: Charlie Crossfield		Started On: 06/13/2024 09:37 AM
Final Approval Date: 06/13/2024		

DocuSign Envelope ID: 6FA21AC4-9F66-4F98-88B8-11F1FCC77D89

CLAIM FOR FIXED MOVING EXPENSE PAYMENT - INDIVIDUALS AND FAMILIES

1. Name of Claimant(s): Mark Bjork and Heidi Bjork	Parcel No.: 335		County: Williamson Project: Hero Way/FM 2243	
	4. Occupancy of Property Acquired by County			
	From (Date): 2011		To (Date of Move 05/31/2024	
	5. Controlling Dates	Mo.	Day	Yr.
	a. First Offer in Negotiations	12	26	2023
2. Address of Property Acquired by County: [redacted] Apt. No.:	b. Date Property Acquired	04	01	2024
	c. Date Required to Move	05	12	2024
	6. Dwelling:(house, apartment, etc.) ☐ Owner-occupied ☒ Tenant ☐ Furnished ☒ Unfurnished			
3. Address Moved To: [redacted] Apt. No.:	(1) Number of Rooms: 9 (2) Payment Schedule Amount $ 2,050.00 (3) Total Amount of Claim: $ 2,050.00			

7. Payment of this claim in the amount shown in Block 6 (3) is requested. I certify that I have not submitted any other claim for, or received reimbursement or compensation for, any item of expense pursuant to this claim. I further certify that all information shown above is true and correct.

6/12/2024
Date of Claim

DocuSigned by:
Claimant
B2E15FD854FB44A...

DocuSigned by:
Claimant
[illegible]00D02E49B...

Spaces Below to be Completed by County

8. Type occupancy and number of rooms verified prior to move on:

Date: 12/14/2023

By: _____
Signature

9. Vacancy verified on:

Date: 06/07/2024

By: _____
Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information as shown herein is correct.

This claim is recommended for payment. This claim is recommended for payment as follows:

Amount of $ 2,050.00

6-12-2024
Date

Relocation Agent

APPROVED

Date

Williamson County Judge

DocuSign Envelope ID: 6FA21AC4-9F66-4F98-88B8-11F1FCC77D89

Breakdown of Room Count Claim

Print or Type All Information		
Room Description	**Number of Rooms in Unit**	**Number of Rooms in Claim**
Living Room	1	1
Dining Room	1	1
Kitchen	1	1
Family Room	1	1
Bedroom	4	4
Study		
Kitchen-Den		
Living Room-Den		
Den		
Living Room-Dining Room		
Sleeping Room		
Others		
Basement		
Garage		
Storage Room		
Attic		
Yard	1	1
Total	9	9

Remarks: (Where totals in the two columns differ by line item explain in "Remarks")

Because the displacement site was a large acreage tract the displacee had a large amount of personal property that was in the yard.

Signed_____

Moving Expense Schedules A & B

A. UNFURNISHED UNITS - Occupant owns furniture.					
No. of Rooms	One	Two	Three	Four	Five
Amount	$600	$800	$1,000	$1,200	$1,400
No. of Rooms	Six	Seven	Eight	Each Additional Room	-
Amount	$1,600	$1,750	$1,900	$150 + room	-

B. FURNISHED UNITS - Occupant does not own furniture.	
First Room	Each Additional Room
$400	$50

Living Room
Dining Room
Kitchen
4 bedrooms
Family room
Yard

rooms

1900
150
$2,050.00

CERTIFICATION OF ELIGIBILITY

Project: Horo Way / RM2243
Parcel: 335

Displacee: Mark Bjork and Heidi Bjork

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Mark Bjork
Claimant

Date: 12.14.'23

Heidi Bjork
Claimant

Date: 12.14.'23

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

_____
Claimant

Date:

Contact Notes

Project Hero Way/RM2243
Parcel 335
Name Mark Bjork and Heidi Bjork

Date	Comments
10-6-22	Met with appraiser to inspect property, met with displacee to obtain preliminary information.
	Mark Bjork [redacted] Heidi Bjork
12-14-23	Met with Mark and Heidi Bjork to parcel to discuss their relocation benefits. They are a residential tenant; Mark Bjork also operates his business on this parcel so they are also eligible as a business displacee. I explained the eligibility for a rental supplement and moving I tole them I would be preparing a rent supplement.
	I also explained their eligibility as a business displacee, reestablishment, searching and moving and also fixed move. Mr. Bjork is currently looking for a replacement location for his business which is cabinet refinishing.
12/26/23 01/16/24 01/18/24	IOL sent to Property owner. Rent supplement completed and sent to Sheets and Crossfield for review and approval. Rent supplement approved.
01/19/24 01/30/24	90 day residential letter sent. 90 day business letter sent. Called Mark Bjork to follow up on 90 day letters. They have got a realtor and re currently looing for a replacement dwelling. He is also looking for a replacement location for his business.
02/16/24	I met with Mark Bjork at a possible replacement location for his business. I went over his business relocation options with him again because of the displacement and because of the down time and moving of his business he is thinking about doing a in Liew of payment, I explained what I needed and he was going to have his CPA contact me to provide the needed documents.
02/22/24 02/26/24 02/28/24	I spoke with Mr. Bjork's CPA and explained what was needed and he was going to mail documents. Mark and Heidi Bjork have decided to find a and purchase a replacement house in place of renting . DS&S inspection for Bjork's replacement dwelling. Discussed needed loan and closing documents with Mr. Bjork and his loan officer to complete claim.

03/05/24 03/06/24 03/07/24	Received closing documents needed to complete housing supplement claim. Prepared claim documents and sent to Mark and Heidi Bjork for signatures. Sent down payment claim to Sheets and Crossfield for revie, approval and payment.
03/07/24	Received Income tax documents from Mark Bjork CPA. Started the preparation of move claim for Renewed Life Finishing. Mr. Bjork is wanting to do a business fixed move.
03/8/24 03/11/24 04/10/24	Verified move of business and took pictures. Sent business payment request to Sheets and Crossfield for payment. Payment made for Mr. and Mrs. Bjork for replacement housing supplement. Payment made to Renewed Life Finishing
06/07/24 06/12/24 06/12/24	Verified move of residence and took pictures. Sent room count move claim to Mr. and Mrs. Bjork for signatures. Sent fixed room count to Sheets and Crossfield for approval and payment. This is the final claim for this displacee.

Commissioners Court - Regular Session **54.**

Meeting Date: 06/18/2024

Corridor A2 Condemnation Resolution

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 resolution determining the necessity and authorizing the use of eminent domain to condemn (Lot 1 of Teichelman Acres and 2.69 acres out of the Jacob Ebberly survey) required for the construction of Corridor A-2. (2600 Bluebonnets LLC) Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 10:07 AM
Form Started By: Charlie Crossfield		Started On: 06/12/2024 10:08 AM
Final Approval Date: 06/13/2024		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being Lot 1 of Teichelman acres and 2.69 acres legally described in Exhibits "A & B" and owned by **2600 BLUEBONNETS, LLC a Texas limited liability company,** for the purpose of constructing, reconstructing, maintaining, and operating the Corridor A-2 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

Exhibit “A”

Tract One: Lot 1, Teichelman Acres, an addition to Williamson County, Texas, according to the Map or Plat recorded in Cabinet I, slide 277, Plat Records, Williamson County, Texas; also, being the same as tract of land owned by 2600 Bluebonnets, LLC as shown in General Warranty Deed recorded in Clerk's File No. 2023075568, Official Public Records, Williamson County, Texas. CAD: R314139

EXHIBIT B

2.69 ACRES

BEING 2.69 ACRES OF LAND, MORE OR LESS, OUT OF THE JACOB EBBERLY SURVEY, ABSTRACT NO. 923, WILLIAMSON COUNTY, TEXAS, BEING THE REMAINDER OF A TRACT CONVEYED TO HOWARD E. TEICHELMAN, JR., ET UX, AND DESCRIBED AS TRACT 2 INADEED RECORDED IN DOCUMENT NO. 2011011311, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON JUNE 14TH, 2023, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at-a 1/2 inch iron rod with pink cap stamped "TLS" set in the west right-of-way margin of FM 973, marking the southeast comer of a tract conveyed to Samsung Austin Semiconductor, LLC, and described in deed recorded in Document No. 2021184141, of said Official Public Records, for the northeast comer of said Howard Teichelman tract and this tract, from which an iron rod with yellow cap stamped "Atwell LLC" found, bears N 07°42'06" E 253.40 feet, also from which an iron rod with yellow cap stamped "Atwell LLC" found, bears N 49°06'45" E, 2.00 feet;

THENCE: S 07°26'11" W, 262.79 feet with the said west margin of said FM 973 and the east line of said Howard Teichelman tract to a 1/2 inch iron rod found, for the southeast comer of said Howard Teichelman tract and this tract;

THENCE: N 82°27'22" W, with the east-west running west margin of said FM 973 and the south line of said Howard Teichelman tract at 20.00 feet passing a 1/2 inch iron rod with pink cap stamped "TLS" set, marking the northeast corner of Lot 1, Teichelman Acres, said plat recorded in Cabinet I, Slide 277, Plat Records, Williamson County, Texas, continuing with the north line of said Lot 1 and the south line of said Howard Teichelman tract in all 447.09 feet to a 1/2 inch iron rod found, marking the northwest corner of said Lot 1, for the southwest corner of said Howard Teichelman tract and this tract, from which a 1/2 inch iron rod found in the east-west running east line of a tract conveyed to the M. Moore Family Farms, LLC, and described in deed recorded in Document No. 20180972261 of said Official Public Records, marking the southwest corner of said Lot 1, bears S 07°20'23" W, 299.67 feet;

THENCE: N 08°18'14" E, 263.72 feet with the west line of said Howard Teichelman tract to a 1/2 inch iron rod found in the south line of said Samsung tract, marking the northeast comer of said Moore tract, for the northwest corner of said Howard Teichelman tract and this tract, from which a 1/2 inch iron rod found, marking an angle point of said Moore tract, bears N 82°11'40" W, 1462.58 feet;

THENCE: S 82°20'21" E, 443.10 feet with the south line of said Samsung tract and the north line of said Howard Teichelman tract to the POINT OF BEGINNING, containing 2.69 acres of land, more or less.

Meeting Date: 06/18/2024

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 the 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 CR 143
c) Discuss the acquisition of real property for County Facilities.
d) Discuss the acquisition of real property for CR 255.
e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
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 E. Wilco Highway.
i) Discuss the acquisition of right-of-way for Corridor A.
j) Discuss the acquisition of right-of-way for Corridor B
k) Discuss the acquisition of right-of-way for Corridor C.
l) Discuss the acquisition of right-of-way for Corridor D.
m) Discuss the acquisition of right-of-way for Corridor E.
n) Discuss the acquisition of right-of-way for Corridor F
o) Discuss the acquisition of right-of-way for Corridor H
p) Discuss the acquisition of right of way for Corridor J.
q) Discuss the acquisition of right of way for Corridor K.
r) Discuss the acquisition of right of way for Corridor I.
s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
t) Discuss the acquisition of right-of-way for CR 313.
u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
v) Discuss the acquisition of right of way for CR 314.
w) Discuss the acquisition of real property for the Seward Junction Loop
x) Discuss the acquisition of real property for CR 110N
y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas
z) Discuss the acquisition of real property for the Long Range Transportation Plan.

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Sale of property located 747 County Rd. 138 Hutto, Texas
d) Discuss Blue Springs Blvd. property

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 10:07 AM
Form Started By: Charlie Crossfield		Started On: 06/12/2024 10:11 AM
Final Approval Date: 06/13/2024		

Commissioners Court - Regular Session **56.**

Meeting Date: 06/18/2024

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	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/13/2024 10:07 AM
Form Started By: Charlie Crossfield		Started On: 06/12/2024 10:12 AM
Final Approval Date: 06/13/2024		