NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
August 27, 2024
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in Regular Session at the above location, date, and time to consider the items set forth below. It is the intent of the Commissioners Court to have a quorum physically present at the meeting. Up to two (2) Commissioners Court members may participate by videoconference call in accordance with the Texas Open Meetings Act.

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 – 25)

3. Discuss, consider and take appropriate action on a line item transfer for All County Courts at Law.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0425-001100	All Cty Cts at Law/FT Salary	$72,757
FROM	0100-0425-002010	All Cty Cts at Law/FICA	5,566
FROM	0100-0425-002020	All Cty Cts at Law/Retirement	$11,677
TO	0100-0425-004161	All CCL/Child Ct Aptd Atty	$50,000
TO	0100-0425-004162	All CCL/CustMother/Ct Aptd Aty	$21,000
TO	0100-0425-004166	All CCL/NonCustFath/Ct AptdAty	$19,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	$10,783.52
To	0100.0475.001107	Temp Labor-Seasonal	$6,700.00
To	0100.0475.001110	Overtime	$2,886.80
To	0100.0475.002010	FICA	$733.39
To	0100.0475.002020	Retirement	$463.33

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.003010	Computer Equipment	$600.00
To	0100.0453.004621	Copier Rental & Supplies	$600.00

6. Discuss, consider and take appropriate action on a line item transfer for the County Treasurer.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0497-004219	Bank Charges	$2,000.00
To	0100-0497-003010	Computer Equipment < $5,000	$2,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0503.003115	Computer Supplies < $5,000	$10,000.00
To	0100.0503.004509	Facilities Enhancements	$10,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0103760376004100	Professional Services	75,000.00
To	0103760376004251	Elections Supplies	75,000.00

9. Discuss, consider and take appropriate action on a line item transfer for the Williamson County Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.003002	Vehicle Equipment < $5,000	$3,000.00
TO:	0100.0560.004715	Vehicle Impoundment Yard	$3,000.00

10. Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-003010	Computer Equipment < 5,000	$2,246.47
To	0100-0499-003006	Office Equipment	$2,246.47

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003319	Extermination	$7,667.69
To	0100.0509.004620	Equipment Rentals	$7,667.69

12. 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	0200-0210-004620	Furniture/Equip Rental	$8,900.00
To	0200-0210-004991	Landfill	$8,900.00

13. 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	0200-0210-004620	Furniture/Equip Rental	$43,000.00
To	0200-0210-004509	Facility Enhancements	$43,000.00

14. 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
To	0200-0210-003550	Asphalt	$400,000.00
From	0200-0210-003599	Road Constr./Maint.	$400,000.00

15. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 through 08/22/2024 for the Williamson County Tax Assessor/Collector.

16. Discuss, consider and take appropriate action on an Order approving a construction contract for roadway related improvement within the Avery Centre Road District #1.

17. Discuss, consider and take appropriate action on an Amendment to Standard Agreement with Local Governmental Entity regarding off-duty contracting of County Sheriff Deputies by and between Williamson County Water, Sewer, Irrigation and Drainage District #3 (Star Ranch), Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

18. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies for the Pink Strong Charity Bike Ride on October 6, 2024.

19. Discuss, consider and take appropriate action on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between Williamson County Municipal Utility District No. 25, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

20. Discuss, consider, and take appropriate action on approving the Petszel Software Service Agreement #2024260 between Williamson County and Petszel LLC for Petszel's personalized pet care platform software and authorizing the execution of the agreement.

21. Discuss, consider, and take appropriate action on approving the Agreement for Construction Services, #2024275, with G2 Construction Services, Inc., for CMF - Road & Bridge Office Kitchen Repairs for Facilities Management, in the amount of $27,000.00, pursuant to Cooperative Purchasing – TIPS - Contract Number #211001, and authorize execution of the agreement.

22. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $324,520.00 to expire on March 31, 2025 under Williamson County Contract for Surveying Services between Walker Texas Surveying, Inc. and Williamson County dated March 19, 2024 for CR 201 (CR 200 to Umbrella Sky). Funding source: P499.

23. Discuss, consider and take appropriate action on approval of the final plat for the Lodges at Open Acres Ranch subdivision – Precinct 4.

24. Discuss, consider and take appropriate action on approval for the replat of Cool Water Phase 1, Lot 1, Block MM subdivision – Precinct 4.

25. Discuss, consider and take appropriate action on approval of the final plat for the Schwertner Phase 4 subdivision – Precinct 4.

REGULAR AGENDA

26. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Domingo Pascual Bosquez) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

27. Discuss, consider and take appropriate action on recognizing the Texas A&M AgriLife Extension Service Agents for program efforts and awards recognition.

28. Discuss, consider, and take appropriate action on the issuance of a county-wide burn ban for a period not to exceed 90 days and to authorize the County Judge the authority to lift the order banning outdoor burning if conditions improve.

29. 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 revenue for the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.342235	Jury Service Reimbursement Fee	$2,990.91

30. 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 expenditure for the District Court and Justice of the Peace, Pct #3 for Juror and Grand Juror Payments.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0435.004002	Jurors, Grand Jurors	$2,300.00
	0100.0453.004002	Jurors, Grand Jurors	$690.91

31. Discuss, consider and take appropriate action regarding the imposition or removal of optional fees for Calendar Year 2025 as authorized by the Texas Transportation Code, including the County Road and Bridge Fund fee, not to exceed $10, and the Child Safety fee, not to exceed $1.50, and the submission of the required notification form to the Texas Department of Motor Vehicles.

32. Discuss, consider, and take appropriate action on authorizing the renewal of contract #T4960, Benefits Broker and Consultant, renewal term #1, for the same terms and conditions as the existing contract, per the attached documentation, with Holmes Murphy & Associates, LLC, for the 12-month term of January 1, 2025 to December 31, 2025.

33. Discuss, consider, and take appropriate action on Consent to Contract Assignment between Knight Security (the Assignor), and Mobile Communications America (MCA) (the Assignee) relating to the Juvenile Justice Center security upgrades, and authorizing the execution of the Consent to Assignment.

34. Discuss, consider, and take appropriate action on approving the Contract Amendment for Professional Services Agreement (PSA) #2024254 with Todd C. Harris, P.C. for Dental Services at the Williamson County Jail for the not-to-exceed amount of $168,500.00 for the term of October 1, 2024 - September 30, 2025, and exempting this service from competitive bidding requirements as per Texas Local Government Code Sec. 2254.002 (2)(A)(v) Medicine and authorizing the execution of the agreement.

35. Discuss, consider and take appropriate action on awarding RFP #24RFP60 Countywide Disaster Related Debris Removal Services to the highest scoring proposer, CrowderGulf, LLC, and authorizing the execution of associated documents.

36. Discuss, consider, and take appropriate action on a Supplemental Agreement No. 3 to the Agreement for Design and Engineering Services between Williamson County and BLGY, Inc. being dated effective April 5, 2022 relating to the Juvenile Justice Center Addition.

37. Discuss, consider, and take appropriate action on Amendment No. 1 to the Agreement for Design and Engineering Services between Williamson County and Beck Architecture, LLC relating to the Taylor Annex Tax Office Expansion (P638).

38. Discuss, consider, and take appropriate action on approving the extension of Contract #22IFB151 for Tree Limb Chipping, renewal #2, for the same pricing, terms, and conditions as the existing contract, with RHB Construction Inc, and authorizing execution of the renewal agreement.

39. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the Seward Junction Loop North project, a Road Bond project in Commissioner Precinct 2. Project: P598

40. Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archaeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the Seward Junction Loop North Project, a Road Bond Project in Commissioner Pct. 2. Project: P598.

41. Discuss, consider and take appropriate action on an Amended Possession and Use Agreement for Transportation Purposes with Tomasa Terry Gola as Independent Executor of the estate of Alex Gola a/k/a Alex Vacle Gola, Sr. regarding the proposed acquisition of property required for the construction of the E. Wilco Highway Segment 2 project (Parcel 34/34-1). Funding Source: TANS P588

42. Discuss, consider and take appropriate action on a Temporary Construction Easement Agreement with Vale Building Group, LLC regarding a temporary right to use a portion of the property for the purpose of constructing the County Road 255 expansion project.(Parcel 17TCE) Funding Source: TANS P588

43. Discuss, consider and take appropriate action on a claim for actual moving expenses with Woodlake Outdoor (a tenant) caused by the acquisition of real property required for the construction of the Hero Way project (Parcel 204). Funding Source: TANS P588

44. Discuss, consider and take appropriate action on a claim for actual moving expenses with Blake Stifflemire (a tenant) caused by the acquisition of real property required for the construction of the Bagdad Rd. @ CR 279 proejct (Parcel 16). Funding Source: Road Bonds P343

45. Discuss, consider and take appropriate action on a real estate contract with Brian P. Donohoo and Carmeleta Donohoo to acquire approximately 6.49 AC required for the future proposed E. Wilco Highway construction project. Funding Source: LRTP P457

46. Discuss, consider and take appropriate action on a real estate contract with Raymond Trust N.A. Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust to acquire 0.063 AC required for the construction of the CR 313 project (Parcel 4). Funding Source: LRTP P457

47. Discuss, consider and take appropriate action on a real estate contract with Diane Barr, Clyde Barr and Charles R. Barr to acquire 0.535 AC required for the construction of the future proposed Corridor A-2 project (Parcel 1). Funding Source: LRTP P457

48. Discuss, consider and take appropriate action on a real estate contract with Charles R. Barr and Rosa Barr to acquire 0.020 AC and 0.163 AC required for the construction of the future proposed Corridor A-2 project (Parcels 3A and 3B). Funding Source: LRTP P457

49. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the Participation of the CIty of Taylor, Texas and Williamson County, Texas in the Design and Construction Costs Related to the FM 3349 Bridge Project. Funding Source: Road Bonds P332

50. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the Participation of the City of Hutto, Texas and Williamson County, Texas in the Design and Construction Costs Related to the FM 3349 Bridge Project. Funding Source: Road Bonds P332

51. 9:30 AM Hold Public Hearing on the 2024-2025 County Budget

52. Discuss, consider and take appropriate action on the 2024-2025 General Fund Budget.

53. Discuss, consider and take appropriate action on the 2024-2025 Road and Bridge Fund Budget.

54. Discuss, consider and take appropriate action on the 2024-2025 Debt Service Fund Budget.

55. Discuss, consider and take appropriate action on the Fiscal Year 2024/2025 Budget Order.

56. 9:30 a.m. Public hearing on the proposed 2024 total tax rate of 40.0948 cents per $100 of valuation for Williamson County and Williamson County R/FM.

57. Discuss, consider, and take appropriate action regarding the adoption of the 2024 tax rates for Williamson County General Fund, Debt Services, and Road and Bridge Fund.

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)."

58. 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-2.
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.
aa) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717
bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

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

59. 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 SoulBrain
c) Project School Bus
d) Project Lunch Lady

60. 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
23. Cause No. 23-0195-C425; Maria Barroyeta Rojas v. Paul Schmidt, et al.; In the 425th Judicial District Court of Williamson County, Texas

c. Administrative Complaints:

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

d. Claims:

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

e. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters, laws and proceedings pertaining to attorney client privileged communications relating to county business.
4. Legal matters pertaining to the CJC North Roof Replacement Project and Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc.

61. 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).

62. 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).

63. 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)

64. Discuss and take appropriate action concerning economic development.

65. Discuss and take appropriate action concerning real estate.

66. 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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3. Legal matters, laws and proceedings pertaining to attorney client privileged communications relating to county business.
4. Legal matters pertaining to the CJC North Roof Replacement Project and Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc.

67. 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.

68. Comments from Commissioners.

69. 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 23rd day of August 2024 at 5:30 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 08/27/2024

Line Item Transfer

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

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for All County Courts at Law.

Background

Estimating we will need another $90K distributed among several line items to pay invoices through 9/30/2024. Invoices in hand but not yet submitted total $22,236. While transferring funds out of salary lines is prohibited by policy, this transfer comes from a position that has been vacant all year. Funding is sufficient to cover the transfer as well as leave two months of salary in the salary line/budget if needed.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0425-001100	All Cty Cts at Law/FT Salary	$72,757
FROM	0100-0425-002010	All Cty Cts at Law/FICA	5,566
FROM	0100-0425-002020	All Cty Cts at Law/Retirement	$11,677
TO	0100-0425-004161	All CCL/Child Ct Aptd Atty	$50,000
TO	0100-0425-004162	All CCL/CustMother/Ct Aptd Aty	$21,000
TO	0100-0425-004166	All CCL/NonCustFath/Ct AptdAty	$19,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/20/2024 04:47 PM
Form Started By: Ashlie Holladay		Started On: 08/19/2024 01:24 PM
Final Approval Date: 08/20/2024		

Commissioners Court - Regular Session **4.**

Meeting Date: 08/27/2024

Line Item Transfer

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 on a line item transfer for the County Attorney's Office.

Background

This line item transfer is requested to pay out overtime worked rather than accruing comp time for a specific project we are working on through the end of this budget year and to pay the temp/seasonal employees through the end of this budget year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	$10,783.52
To	0100.0475.001107	Temp Labor-Seasonal	$6,700.00
To	0100.0475.001110	Overtime	$2,886.80
To	0100.0475.002010	FICA	$733.39
To	0100.0475.002020	Retirement	$463.33

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 10:08 AM
Budget Office	Saira Hernandez	08/22/2024 12:31 PM
Form Started By: Stephanie Lloyd		Started On: 08/22/2024 07:57 AM
Final Approval Date: 08/22/2024		

Commissioners Court - Regular Session **5.**

Meeting Date: 08/27/2024

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, Pct. 3

Background

The office of JP3 is requesting a line item transfer from 0100.0453.003010 (Computer Equipment <$5,000) to 0100.0453.004621 (Copier Rental & Supplies) in the amount of $600.00 to fund the cost of the copier lease through this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.003010	Computer Equipment	$600.00
To	0100.0453.004621	Copier Rental & Supplies	$600.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/20/2024 04:47 PM
Budget Office	Saira Hernandez	08/21/2024 01:30 PM
Form Started By: Cherie Vasquez		Started On: 08/16/2024 02:54 PM
Final Approval Date: 08/21/2024		

Commissioners Court - Regular Session **6.**

Meeting Date: 08/27/2024

Line Item Transfer - County Treasurer

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

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the County Treasurer.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0497-004219	Bank Charges	$2,000.00
To	0100-0497-003010	Computer Equipment < $5,000	$2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/20/2024 04:49 PM
Budget Office	Saira Hernandez	08/21/2024 01:30 PM
Form Started By: David Heselmeyer		Started On: 08/20/2024 11:09 AM
Final Approval Date: 08/21/2024		

Commissioners Court - Regular Session **7.**

Meeting Date: 08/27/2024

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

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

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

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

Background

Audio-visual upgrades to replace older equipment in conference spaces.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0503.003115	Computer Supplies < $5,000	$10,000.00
To	0100.0503.004509	Facilities Enhancements	$10,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/20/2024 04:48 PM
Budget Office	Saira Hernandez	08/21/2024 01:30 PM
Form Started By: Tammy McCulley		Started On: 08/19/2024 01:53 PM
Final Approval Date: 08/21/2024		

Commissioners Court - Regular Session **8.**

Meeting Date: 08/27/2024

Line Item Transfer

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

Department: Elections

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested to cover additional supplies that must be purchased to accommodate the increase in the number of polling locations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0103760376004100	Professional Services	75,000.00
To	0103760376004251	Elections Supplies	75,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 12:02 PM
Budget Office	Saira Hernandez	08/22/2024 12:31 PM
Form Started By: Bridgette Escobedo		Started On: 08/22/2024 11:36 AM
Final Approval Date: 08/22/2024		

Commissioners Court - Regular Session **9.**

Meeting Date: 08/27/2024

Line Item Transfer for the County Sheriff, Law Enforcement

Submitted For: Mike Gleason **Submitted By:** Virginia Johnson, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Williamson County Sheriff's Office.

Background

This transfer is being requested to cover the current shortfall in Vehicle Impoundment Yard and future costs during fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.003002	Vehicle Equipment < $5,000	$3,000.00
TO:	0100.0560.004715	Vehicle Impoundment Yard	$3,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 11:38 AM
Budget Office	Saira Hernandez	08/22/2024 12:07 PM
Form Started By: Virginia Johnson		Started On: 08/22/2024 11:26 AM
Final Approval Date: 08/22/2024		

Commissioners Court - Regular Session **10.**

Meeting Date: 08/27/2024

Budget line item transfer

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

The line item transfer is from line item 003010, Computer Equipment, for a total amount of $2,246.47, to be moved to line item 003006, Office Equipment. This budget transfer is requested to cover unforeseen purchases of Office Equipment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-003010	Computer Equipment < 5,000	$2,246.47
To	0100-0499-003006	Office Equipment	$2,246.47

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 11:50 AM
Budget Office	Saira Hernandez	08/22/2024 12:07 PM
Form Started By: Mary Greenway		Started On: 07/31/2024 11:30 AM
Final Approval Date: 08/22/2024		

Commissioners Court - Regular Session **11.**

Meeting Date: 08/27/2024

Line Item Transfer

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

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the remainder of the FY for Equipment Rentals.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003319	Extermination	$7,667.69
To	0100.0509.004620	Equipment Rentals	$7,667.69

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 10:44 AM
Budget Office	Saira Hernandez	08/22/2024 12:07 PM
Form Started By: Gina Wrehsnig		Started On: 08/22/2024 10:33 AM
Final Approval Date: 08/22/2024		

Commissioners Court - Regular Session **12.**

Meeting Date: 08/27/2024

Line item transfer for Road & Bridge Division

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

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

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to continue properly disposing of debris removed from County rights-of-way.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-004620	Furniture/Equip Rental	$8,900.00
To	0200-0210-004991	Landfill	$8,900.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 08:00 AM
Budget Office	Saira Hernandez	08/22/2024 08:18 AM
Form Started By: Jenifer Favreau		Started On: 08/21/2024 04:57 PM
Final Approval Date: 08/22/2024		

Commissioners Court - Regular Session **13.**

Meeting Date: 08/27/2024

Line item transfer for Road & Bridge Division

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

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

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to have trees planted on the berm at the CMF for enhancing dust and noise control while also providing increased privacy.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-004620	Furniture/Equip Rental	$43,000.00
To	0200-0210-004509	Facility Enhancements	$43,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 08:01 AM
Budget Office	Saira Hernandez	08/22/2024 08:18 AM
Form Started By: Jenifer Favreau		Started On: 08/21/2024 05:01 PM
Final Approval Date: 08/22/2024		

Commissioners Court - Regular Session **14.**

Meeting Date: 08/27/2024

Line item transfer for Road and Bridge Division

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

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

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to effectively continue routine maintenance and resurfacing operations.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0200-0210-003550	Asphalt	$400,000.00
From	0200-0210-003599	Road Constr./Maint.	$400,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 11:38 AM
Budget Office	Saira Hernandez	08/22/2024 12:07 PM
Form Started By: Jenifer Favreau		Started On: 08/22/2024 11:24 AM
Final Approval Date: 08/22/2024		

Commissioners Court - Regular Session **15.**

Meeting Date: 08/27/2024

Property Tax Refunds – Over 2500 – Thru 08/22/2024

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 08/22/2024 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

060724-082224 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 07:59 AM
Form Started By: Renee Clark		Started On: 08/21/2024 03:47 PM
Final Approval Date: 08/22/2024		

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: August 22, 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 August 22, 2024

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	08/20/2024	108445	LOAN DEPOT	R359481 - Erroneous payment	-2,596.04
Total Refunds Payable - Taxpayers					-2,596.04
TOTAL					**-2,596.04**

Commissioners Court - Regular Session **16.**

Meeting Date: 08/27/2024

Avery Centre Road District #1 Order Wallin Bradley Drive and Ekvall Drive Phase 1 Section 1A

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

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Order approving a construction contract for roadway related improvement within the Avery Centre Road District #1.

Background

Attached are the documents from the Developer for the approval of the award for construction of Wallin Bradley Drive and Ekvall Drive within Avery Centre East Phase I. This road may be reimbursed upon acceptance by the City or County from the Avery Centre Road District #1.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Avery Centre Road District #1 Award of Avery Centre East Phase I, Section 1A Wallin Bradley and Ekvall Drive Construction

Order Avery Centre Road District #1 Award of Avery Centre East Phase 1, Section 1A Wallin Bradley and Ekvall Drive Construction

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 10:10 AM
Form Started By: Julie Kiley		Started On: 08/22/2024 09:31 AM
Final Approval Date: 08/22/2024		

PAPE-DAWSON ENGINEERS

July 9, 2024

Avery Centre Road District No. 1
Williamson County, Texas

Re: Avery Centre East Phase 1 Section 1A
Roadway, Drainage, Reclaim Water, and Wastewater Improvements
Recommendation of Contract Award
Project No. 51152-08

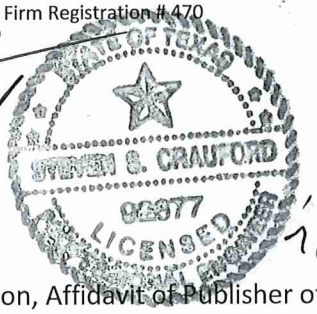
Dear Commissioners:

Pape-Dawson Engineers, Inc. has evaluated the bid results of the above referenced Project, which was opened on June 28, 2024. We received four (4) bids from contractors. The results of the bid are attached in the bid tabulation sheet.

We have reviewed the bid documentation provided and recommend awarding the contract to DNT Construction, LLC, in the amount of $1,648,872.00.

Should you have questions or need additional information, please do not hesitate to contact our office.

Sincerely,
Pape-Dawson Engineers, Inc.
Texas Board of Professional Engineers, Firm Registration # 470



7/9/24

Steven Crauford, P.E.
Vice President

Attachments: Bid Tabulation, Affidavit of Publisher of Public Bid Notification

H:\Projects\511\52\08\402 Construction Phase Services\Road District\0_Initial Submittal\240709_Recommendation of Contract Award_CC.doc

BID FORM
AVERY CENTRE EAST PHASE 1, SECTION 1A
STREET, DRAINAGE, WATER & WASTEWATER IMPROVEMENTS

Project:	**Avery Centre East Phase 1, Section 1A**	Client:	**Avery Centre Road District #1**
Project No:	**51152-08**	Date:	**June 25, 2024**
Prepared By:	**Pape-Dawson Engineers, Inc.**		
Bid Set Dated:	**May 31, 2024**		

AVERY CENTRE EAST PHASE 1, SECTION 1A *SUMMARY OF COSTS*		DNT Construction	Liberty Civil	JL Gray Construction	C.C. Carlton
ITEM (Common Improvements)		**COST**	**COST**	**COST**	**COST**
	PAVING AND EARTHWORK IMPROVEMENTS	$ 1,400,581.00	$ 1,549,179.20	$ 1,693,936.50	$ 1,709,651.15
	DRAINAGE IMPROVEMENTS	$ 171,739.00	$ 169,742.62	$ 177,511.00	$ 265,738.00
	RECLAIM WATER IMPROVEMENTS	$ 20,328.00	$ 26,420.40	$ 22,808.00	$ 43,174.00
	WASTEWATER IMPROVEMENTS	$ 16,204.00	$ 34,324.87	$ 20,692.50	$ 31,054.00
	EROSION CONTROL IMPROVEMENTS	$ 40,020.00	$ 39,392.49	$ 44,031.25	$ 41,509.25
	GRAND TOTAL BID PRICE	$ 1,648,872.00	$ 1,819,059.58	$ 1,958,979.25	$ 2,091,126.40

AVERY CENTRE EAST PHASE 1, SECTION 1A *COMMON IMPROVEMENTS*				DNT Construction		Liberty Civil		JL Gray Construction		C.C. Carlton	
Item No.	Description	Quantity	Unit	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total
PAVING AND EARTHWORK IMPROVEMENTS											
1	CLEARING AND GRUBBING	24,067	SY	$4.00	$ 96,268.00	$0.10	$ 2,406.70	$5.00	$ 120,335.00	$1.00	$ 24,067.00
2	EXCAVATION	10,345	CY	$3.85	$ 39,828.25	$13.35	$ 138,105.75	$10.00	$ 103,450.00	$13.25	$ 137,071.25
3	EMBANKMENT	478	CY	$4.00	$ 1,912.00	$11.91	$ 5,692.98	$8.00	$ 3,824.00	$13.25	$ 6,333.50
4	STOCKPILE EXCESS MATERIAL (WITHIN 1,000' OF PROJECT LIMITS)	1	LS	$3,935.00	$ 3,935.00	$28,572.31	$ 28,572.31	$64,250.00	$ 64,250.00	$62,000.00	$ 62,000.00
5	SUBGRADE PREPARATION (3' BOC)	14,345	SY	$2.75	$ 39,448.75	$2.32	$ 33,280.40	$3.75	$ 53,793.75	$4.50	$ 64,552.50
6	10" LIME STABILIZED SUBGRADE (3' BOC)	14,345	SY	$13.95	$ 200,112.75	$22.29	$ 319,750.05	$16.50	$ 236,692.50	$27.50	$ 394,487.50
7	18" FLEXIBLE BASE (3' BOC)	14,345	SY	$19.00	$ 272,555.00	$23.78	$ 341,124.10	$24.50	$ 351,452.50	$23.00	$ 329,935.00
8	3" TYPE D HMAC (LOG-LOG)	10,829	SY	$24.75	$ 268,017.75	$23.72	$ 256,863.88	$26.50	$ 286,968.50	$26.50	$ 286,968.50
9	6" STANDARD CURB & GUTTER	7,981	LF	$25.25	$ 201,520.25	$24.17	$ 192,900.77	$24.50	$ 195,534.50	$23.00	$ 183,563.00
10	3' CONCRETE VALLEY GUTTER	641	LF	$53.75	$ 34,453.75	$47.76	$ 30,614.16	$52.25	$ 33,492.25	$45.00	$ 28,845.00
11	5' SIDEWALK	137	LF	$47.00	$ 6,439.00	$45.71	$ 6,262.27	$50.00	$ 6,850.00	$25.00	$ 3,425.00
12	TRAFFIC CONTROL AT EKVALL DRIVE / CR 112 INTERSECTION	1	LS	$2,875.00	$ 2,875.00	$7,031.25	$ 7,031.25	$6,000.00	$ 6,000.00	$21,000.00	$ 21,000.00
13	REMOVE EXISTING SIGNAGE AND STRIPING	1	LS	$9,955.00	$ 9,955.00	$2,250.00	$ 2,250.00	$9,815.00	$ 9,815.00	$11,000.00	$ 11,000.00
14	PROPOSED SIGNAGE AND STRIPING	1	LS	$27,650.00	$ 27,650.00	$30,574.41	$ 30,574.41	$28,850.00	$ 28,850.00	$30,480.00	$ 30,480.00
15	REMOVE STREET END BARRICADES	10	EA	$200.00	$ 2,000.00	$225.00	$ 2,250.00	$130.00	$ 1,300.00	$610.00	$ 6,100.00
16	STREETLIGHTS	16	EA	$7,565.00	$ 121,040.00	$1,744.85	$ 27,917.60	$6,600.00	$ 105,600.00	$1,200.00	$ 19,200.00
17	TIE TO EXISTING PAVEMENT	11	EA	$140.00	$ 1,540.00	$225.00	$ 2,475.00	$150.00	$ 1,650.00	$1,500.00	$ 16,500.00
18	3" SCH 80 CONDUIT	626	LF	$43.00	$ 26,918.00	$37.77	$ 23,644.02	$26.50	$ 16,589.00	$24.00	$ 15,024.00
19	4" SCH 80 CONDUIT	465	LF	$21.00	$ 9,765.00	$41.27	$ 19,190.55	$28.00	$ 13,020.00	$27.00	$ 12,555.00
20	6" SCH 80 CONDUIT	465	LF	$30.00	$ 13,950.00	$53.46	$ 24,858.90	$28.00	$ 13,020.00	$34.00	$ 15,810.00
21	GROUND BOXES	14	EA	$700.00	$ 9,800.00	$3,409.56	$ 47,733.84	$1,800.00	$ 25,200.00	$1,799.35	$ 25,190.90
22	REMOVE EXISTING CURB & GUTTER	1,413	LF	$7.50	$ 10,597.50	$4.02	$ 5,680.26	$11.50	$ 16,249.50	$11.00	$ 15,543.00
SUBTOTAL				**$**	**1,400,581.00**	**$**	**1,549,179.20**	**$**	**1,693,936.50**	**$**	**1,709,651.15**
DRAINAGE IMPROVEMENTS											
1	18" CLASS III RCP	399	LF	$105.00	$ 41,895.00	$66.94	$ 26,709.06	$109.00	$ 43,491.00	$125.00	$ 49,875.00
2	18" CLASS IV RCP	54	LF	$110.00	$ 5,940.00	$65.44	$ 3,533.76	$131.00	$ 7,074.00	$174.00	$ 9,396.00
3	24" CLASS III RCP	64	LF	$123.00	$ 7,872.00	$94.08	$ 6,021.12	$171.00	$ 10,944.00	$225.00	$ 14,400.00
4	TRENCH SAFETY	517	LF	$1.00	$ 517.00	$1.13	$ 584.21	$1.00	$ 517.00	$1.00	$ 517.00
5	10' CURB INLET	13	EA	$7,190.00	$ 93,470.00	$6,164.24	$ 80,135.12	$6,345.00	$ 82,485.00	$7,675.00	$ 99,775.00
6	4'x4' AREA INLET	1	EA	$4,925.00	$ 4,925.00	$5,116.16	$ 5,116.16	$4,975.00	$ 4,975.00	$7,000.00	$ 7,000.00
7	REMOVE 4'X4' AREA INLET AND CONNECT TO EXISTING RCP	4	EA	$1,090.00	$ 4,360.00	$2,172.46	$ 8,689.84	$1,125.00	$ 4,500.00	$6,015.00	$ 24,060.00
8	REMOVE 4'X4' AREA INLET AND INSTALL 10' CURB INLET	1	EA	$5,325.00	$ 5,325.00	$6,806.72	$ 6,806.72	$7,525.00	$ 7,525.00	$10,100.00	$ 10,100.00
9	TIE INTO EXISTING 5'X5' JUNCTION BOX	1	EA	$1,200.00	$ 1,200.00	$2,171.45	$ 2,171.45	$1,055.00	$ 1,055.00	$4,850.00	$ 4,850.00
10	18" SLOPED HEADWALL W/ TXDOT SETP-PD SAFETY END TREATMENT	1	EA	$3,200.00	$ 3,200.00	$6,316.35	$ 6,316.35	$3,565.00	$ 3,565.00	$3,200.00	$ 3,200.00
11	REMOVE CONCRETE PLUG AND CONNECT TO EXISTING 18" RCP	9	EA	$65.00	$ 585.00	$2,333.82	$ 21,004.38	$940.00	$ 8,460.00	$3,725.00	$ 33,525.00
12	REMOVE EXISTING CULVERT PIPE	20	LF	$70.00	$ 1,400.00	$24.15	$ 483.00	$54.00	$ 1,080.00	$140.00	$ 2,800.00
13	REMOVE EXISTING SLOPED RIP RAP HEADWALL W/ TXDOT SETP-PD SAFETY END TREATMENT AND CONNECT TO EXISTING CULVERT	1	LS	$1,050.00	$ 1,050.00	$2,171.45	$ 2,171.45	$1,840.00	$ 1,840.00	$6,240.00	$ 6,240.00
SUBTOTAL				**$**	**171,739.00**	**$**	**169,742.62**	**$**	**177,511.00**	**$**	**265,738.00**
RECLAIM WATER IMPROVEMENTS											
1	8" C-900 DR-14 WATER LINE (RECLAIM) (AND ALL APPURTENANCES)	96	LF	$105.00	$ 10,080.00	$125.93	$ 12,089.28	$132.00	$ 12,672.00	$238.00	$ 22,848.00
2	TRENCH SAFETY	96	LF	$0.50	$ 48.00	$0.56	$ 53.76	$1.00	$ 96.00	$1.00	$ 96.00
3	REMOVE EXISTING PLUG AND CONNECT TO 8" RECLAIM WATER LINE	2	EA	$1,300.00	$ 2,600.00	$2,640.45	$ 5,280.90	$1,240.00	$ 2,480.00	$7,185.00	$ 14,370.00
4	2" PURPLE PAINTED BLOWOFF ASSEMBLY	2	EA	$3,800.00	$ 7,600.00	$4,498.23	$ 8,996.46	$3,780.00	$ 7,560.00	$2,930.00	$ 5,860.00
SUBTOTAL				**$**	**20,328.00**	**$**	**26,420.40**	**$**	**22,808.00**	**$**	**43,174.00**
WASTEWATER IMPROVEMENTS											
1	CONNECT TO EXISTING 4' MANHOLE AND RECOAT	1	EA	$3,750.00	$ 3,750.00	$13,493.39	$ 13,493.39	$9,350.00	$ 9,350.00	$9,445.00	$ 9,445.00
2	8" SDR-26 WASTEWATER LINE (ALL DEPTHS)	54	LF	$100.00	$ 5,400.00	$81.42	$ 4,396.68	$114.00	$ 6,156.00	$185.00	$ 9,990.00
3	TRENCH SAFETY	54	LF	$1.00	$ 54.00	$1.13	$ 61.02	$2.25	$ 121.50	$1.00	$ 54.00
4	INSTALL 8" CLEAN OUT & CAP	1	EA	$1,000.00	$ 1,000.00	$1,648.06	$ 1,648.06	$1,465.00	$ 1,465.00	$1,785.00	$ 1,785.00
5	ADJUST EXISTING MANHOLE RING & COVER TO GRADE	4	EA	$1,500.00	$ 6,000.00	$3,681.43	$ 14,725.72	$900.00	$ 3,600.00	$2,445.00	$ 9,780.00
SUBTOTAL				**$**	**16,204.00**	**$**	**34,324.87**	**$**	**20,692.50**	**$**	**31,054.00**
EROSION CONTROL IMPROVEMENTS											
1	STABILIZED CONSTRUCTION ENTRANCE	2	EA	$1,200.00	$ 2,400.00	$1,141.23	$ 2,282.46	$2,300.00	$ 4,600.00	$3,000.00	$ 6,000.00
2	SILT FENCE	4,819	LF	$3.75	$ 18,071.25	$3.41	$ 16,432.79	$3.25	$ 15,661.75	$4.50	$ 21,685.50
3	ROCK BERM	106	LF	$28.00	$ 2,968.00	$29.25	$ 3,100.50	$42.00	$ 4,452.00	$35.00	$ 3,710.00
4	10' CURB INLET PROTECTION	14	EA	$100.00	$ 1,400.00	$118.13	$ 1,653.82	$175.00	$ 2,450.00	$120.00	$ 1,680.00
5	REVEGETATION	6,747	SY	$2.25	$ 15,180.75	$2.36	$ 15,922.92	$2.50	$ 16,867.50	$1.25	$ 8,433.75
SUBTOTAL				**$**	**40,020.00**	**$**	**39,392.49**	**$**	**44,031.25**	**$**	**41,509.25**
COMMON IMPROVEMENTS GRAND TOTAL				**$**	**1,648,872.00**	**$**	**1,819,059.58**	**$**	**1,958,979.25**	**$**	**2,091,126.40**

AVERY CENTRE EAST PHASE 1, SECTION 1A

ALTERNATIVE ITEM IMPROVEMENTS

Item No.	Description	Quantity	Unit	DNT Construction		Liberty Civil		JL Gray Construction		C.C. Carlton	
				Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total
	Alternate Improvements										
	Alternate Major Collector Section (20<PI<35)										
1	8" LIME STABILIZED SUBGRADE (3' BOC)	14,345	SY	$11.50	$ 164,967.50	$17.83	$ 255,771.35	$13.00	$ 186,485.00	$19.00	$ 272,555.00
2	14" FLEXIBLE BASE (3' BOC)	14,345	SY	$14.70	$ 210,871.50	$26.49	$ 379,999.05	$18.00	$ 258,210.00	$18.50	$ 265,382.50
3	3" TYPE D HMAC (LOG-LOG)	10,829	SY	$24.75	$ 268,017.75	$23.72	$ 256,863.88	$26.50	$ 286,968.50	$26.50	$ 286,968.50
	Alternate Major Collector Section (PI<20)										
4	15" FLEXIBLE BASE (3' BOC)	14,345	SY	$15.80	$ 226,651.00	$27.29	$ 391,475.05	$19.50	$ 279,727.50	$19.50	$ 279,727.50
5	3" TYPE D HMAC (LOG-LOG)	10,829	SY	$24.75	$ 268,017.75	$23.72	$ 256,863.88	$26.50	$ 286,968.50	$26.50	$ 286,968.50
	Alternate Major Arterial Section (20<PI<35)										
6	10" LIME STABILIZED SUBGRADE (3' BOC)	14,345	SY	$13.95	$ 200,112.75	$22.29	$ 319,750.05	$16.50	$ 236,692.50	$27.50	$ 394,487.50
7	16" FLEXIBLE BASE (3' BOC)	14,345	SY	$17.85	$ 256,058.25	$26.90	$ 385,880.50	$21.00	$ 301,245.00	$20.50	$ 294,072.50
8	6" TYPE D HMAC (LOG-LOG)	10,829	SY	$49.15	$ 532,245.35	$52.50	$ 568,522.50	$53.00	$ 573,937.00	$52.50	$ 568,522.50
	Alternate Major Arterial Section (PI<20)										
9	18" FLEXIBLE BASE (3' BOC)	14,345	SY	$20.00	$ 286,900.00	$31.19	$ 447,420.55	$24.50	$ 351,452.50	$23.00	$ 329,935.00
10	6" TYPE D HMAC (LOG-LOG)	10,829	SY	$49.15	$ 532,245.35	$52.50	$ 568,522.50	$53.00	$ 573,937.00	$52.50	$ 568,522.50

Affidavit of Publisher to Publication of Legal Notice

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
IN THE MATTER OF

Pape-Dawson Engineers, Inc.
Invitation to Bidders
Avery Centre East Phase 1, Section 1A" Round Rock, Williamson County, Texas

The Williamson *County Sun/Sunday Sun,* newspapers of general circulation, have been continuously and regularly published for a period of not less than one year in the County of WILLIAMSON, Texas, preceding the date of the above-referenced notice. Said notice was published in said paper as follows:

First insertion 2nd day of June, 2024
Second insertion 9th day of June, 2024
Third insertion _____ day of June, 2024
Fourth insertion _____ day of June, 2024

Newspaper Representative
Subscribed and sworn to before me, this
18th day of June, 2024

KATHRYN MANASCO NOTARY PUBLIC STATE OF TEXAS ID 12971694-2 10-19-2024

Witness my hand and official seal.

Kathryn Manasco, Notary Public
My Commission Expires October 19, 2024

INVITATION TO BIDDERS

Sealed Bids, addressed to John Avery Jr., (the "Owner") on behalf of Avery Centre Road District No. 1 (the "District"), Attention John Avery Jr. will be received at the office of the ENGINEER, Pape-Dawson Engineers, Inc., 10801 North Mopac Expressway, Building 3, Suite 200, Austin, Texas 78759, until 2:00 p.m. Local Time, June 28, 2024, and then publicly opened and read for "Avery Centre East Phase 1, Section 1A" Round Rock, Williamson County, Texas.

Scope of Work of the Contract includes the following: roadway, drainage, water, wastewater, and landscape improvements.

Bids received after the closing time will be returned unopened. A MANDATORY pre-bid conference will be held on June 10, 2024, at 2:00 pm Local Time, at the office of Pape-Dawson Engineers, Inc. located at 10801 North MoPac Expressway, Building 3 – Suite 200, Austin, Texas 78759. Attendance by each prospective bidder or its representative at the pre-bid conference is MANDATORY, and no Bid will be opened unless the bidder or representative was present at the pre-bid conference.

Each Bid must be accompanied by a Bid Bond or a certified or cashier's check, acceptable to the Owner, in an amount not less than five percent (5%) of, the total amount Bid, as a guarantee that the successful bidder will enter into the Contract and execute the Payment and Performance Bonds on the forms provided and provide the required insurance certificates within seven (7) days after the date Contract Documents are received by the Contractor.

Copies of the bidding documents are on file at the following locations: 10801 North MoPac Expressway, Building 3 – Suite 200, Austin, Texas 78759.

The Owner reserves the right to reject any or all Bids and to waive all defects and irregularities in bidding or bidding process except time of submitting a Bid. The Successful Bidder, if any, will be the responsible Bidder which in the Board's judgment will be most advantageous to the District and result in the best and most economical completion of the Project.

ORDER

AN ORDER OF THE WILLIAMSON COUNTY COMMISSIONERS COURT APPROVING A CONSTRUCTION CONTRACT FOR A ROADWAY AND RELATED IMPROVEMENTS WITHIN THE AVERY CENTRE ROAD DISTRICT #1

WHEREAS, on January 21, 2009, the Commissioners Court of Williamson County, Texas created the Avery Centre Road District #1 (the "District"), and

WHEREAS, Chapter 257.003 of the Texas Transportation Code requires the County to approve construction contracts for roadways within the District for which reimbursements may be requested,

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

SECTION 1. The facts and recitations contained in the preamble of this Order are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. The Commissioners Court hereby approves the construction contract for the construction of Avery Centre East Phase 1, Section 1A, aka Wallin Bradley Drive and Ekvall Drive, within the District to DNT Construction, LLC.

SECTION 3. The reimbursements as stated in the Agreement must still be approved by the District after the roadway is accepted by the County or City of Round Rock.

SECTION 4. The County Judge is hereby authorized to sign this Order on behalf of the County.

ORDERED this _____ day of _____, 2024.

WILLIAMSON COUNTY:

_____
Bill Gravell, Jr., County Judge

ATTEST:_____
Nancy Rister, County Clerk

Commissioners Court - Regular Session **17.**

Meeting Date: 08/27/2024

Williamson Co Water, Sewer, Irrigation & Drainage District #3 Amendment 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 on an Amendment to Standard Agreement with Local Governmental Entity regarding off-duty contracting of County Sheriff Deputies by and between Williamson County Water, Sewer, Irrigation and Drainage District #3 (Star Ranch), Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

Background

On August 22, 2023, the Standard Agreement with Williamson County Water, Sewer, Irrigation and Drainage District #3 was approved in Commissioners Court for a three year period at a $13.00/hour vehicle reimbursement rate effective October 1, 2023. Judge Gravell executed this Standard Agreement on the same day. On June 18, 2024, the Commissioners Court approved to increase the vehicle reimbursement rate to $14.00 per hour effective October 1, 2024. Since the current Standard Agreement does not expire until September 30, 2026, the Sheriff's Office is presenting this amendment with Williamson County Water, Sewer, Irrigation and Drainage District #3 for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Star Ranch Amendment

Standard Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/20/2024 04:51 PM
Form Started By: Starla Hall		Started On: 08/16/2024 03:16 PM
Final Approval Date: 08/20/2024		

AMENDMENT TO
STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY CONTRACTING OF COUNTY SHERIFF DEPUTIES

This Amendment to Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (hereinafter, "Amendment") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas; Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

RECITALS

WHEREAS, the LGE, COUNTY, and SHERIFF'S OFFICE previously executed that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (the "Agreement"), being dated effective as of the date of the Commissioners Court approval and execution on August 22, 2023, wherein COUNTY granted permission for the LGE to contract, in a private capacity, with Deputies of the SHERIFF'S OFFICE while such Deputies are not on duty for the COUNTY and for usage of the COUNTY's vehicle related thereto;

WHEREAS, the COUNTY increased the vehicle usage reimbursement rate set forth under Section 7 of the Agreement; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the LGE, COUNTY, and SHERIFF'S OFFICE agree that the Agreement is supplemented, amended and modified as follows:

I. Amendment to Section 7 of the Agreement:

Section 7 of the Agreement is amended and supplanted by the following:

COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of **$14.00 per hour per vehicle** (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

II. Terms of Agreement Control and Extent of Amendment

All other terms of the Agreement and any prior amendments thereto, if any, which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the LGE, COUNTY, and SHERIFF'S OFFICE have executed this Amendment, in duplicate, to be effective as of October 1, 2024 .

Local Governmental Entity (LGE):

Name of LGE: Williamson County Water, Sewer, Irrigation and Drainage District No. 3

Signature: _____

Printed Name: Rance Richer

Title: President, Board of Directors

Date: August 14, 2024

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: August 16, 2024

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

COUNTY:

By: _____
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____ _____, 20____

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, 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 performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool 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 October 1, 2023 and shall terminate on September 30, 2024 and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1, 2024, and

October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written 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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicles is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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 or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do 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.

LGE:

Name of LGE: Williamson County Water, Sewer, Irrigation, and Drainage District No. 3

Signature: _____

Printed Name: Rance Richter

Title: President

Date: August 9, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: August 11, 2023

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

COUNTERPART SIGNATURE PAGE
TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY
REGARDING OFF-DUTY
CONTRACTING OF COUNTY
SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: Bill Gravell Jr.
Bill Gravell Jr. (Aug 22, 2023 16:12 CDT)
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Aug 22, 2023, 20____

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

Agenda Item #21

Final Audit Report 2023-08-22

Created:	2023-08-22
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATbJ07yBQaUKmA1v8cJmVK7RsISb1xqR7

"Agenda Item #21" History

Document created by Starla Hall (starlahall@wilco.org)
2023-08-22 - 4:22:13 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-08-22 - 4:24:12 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-08-22 - 4:24:25 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-08-22 - 5:24:18 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-08-22 - 5:24:32 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-08-22 - 5:24:32 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-08-22 - 9:12:41 PM GMT

Signer Bill Gravell (bgravell@wilco.org) entered name at signing as Bill Gravell Jr.
2023-08-22 - 9:12:55 PM GMT

Document e-signed by Bill Gravell Jr. (bgravell@wilco.org)
Signature Date: 2023-08-22 - 9:12:57 PM GMT - Time Source: server

Agreement completed.
2023-08-22 - 9:12:57 PM GMT

Powered by
Adobe
Acrobat Sign

Commissioners Court - Regular Session **18.**

Meeting Date: 08/27/2024

Pink Strong Charity Bike Ride Vehicle Reimbursement Agreement for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies for the Pink Strong Charity Bike Ride on October 6, 2024.

Background

This agreement gives permission for the Pink Strong Charity Bike Ride/SBR Fun Events to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage. (Bike ride begins and ends at 800 Innovation Blvd in Hutto)

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pink Strong Charity Bike Ride 10-6-24

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/20/2024 04:50 PM
Form Started By: Starla Hall		Started On: 08/19/2024 04:52 PM
Final Approval Date: 08/20/2024		

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

(Special Event Form)

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, "AGREEMENT") is entered into by and be tween 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 event general liability insurance for the 24-hour period covering each day of the event. Such temporary policy shall be 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 commence at 8:00 A.M. on October 6, 2024 and terminate at 1:00 P.M. on October 6, 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 ten (10) 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.

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 **$14.00 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. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA as soon as possible after conclusion of the event. 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.

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: SBR FUN EVENTS dba PINKSTRONG RIDE

Signature: Camille Baptiste | SBR Fun Events

Printed Name: CAMILLE BAPTISTE

Title: EVENTS DIRECTOR

Date: 8/9/2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: August 19, 2024

Address of Office: 508 S. Rock St.

Georgetown, Texas 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[1]

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_____

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

Commissioners Court - Regular Session **19.**

Meeting Date: 08/27/2024

Williamson County MUD #25 Amendment 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 on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between Williamson County Municipal Utility District No. 25, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

Background

On October 31, 2023, the Standard Agreement with Williamson County MUD #25 was approved in Commissioners Court for a three year period at a $13.00/hour vehicle reimbursement rate. Judge Gravell executed this Standard Agreement on November 2, 2023. On June 18, 2024, the Commissioners Court approved to increase the vehicle reimbursement rate to $14.00 per hour effective October 1, 2024. Since the current Standard Agreement does not expire until September 30, 2026, the Sheriff's Office is presenting this amendment with Williamson County MUD #25 for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson Co. MUD #25 Amendment

Standard Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 10:09 AM
Form Started By: Starla Hall		Started On: 08/22/2024 08:53 AM
Final Approval Date: 08/22/2024		

AMENDMENT TO
STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY CONTRACTING OF COUNTY SHERIFF DEPUTIES

This Amendment to Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (hereinafter, "Amendment") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas; Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

RECITALS

WHEREAS, the LGE, COUNTY, and SHERIFF'S OFFICE previously executed that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (the "Agreement"), being dated effective as of the date of the Commissioners Court approval and execution on November 2, 2023, wherein COUNTY granted permission for the LGE to contract, in a private capacity, with Deputies of the SHERIFF'S OFFICE while such Deputies are not on duty for the COUNTY and for usage of the COUNTY's vehicle related thereto;

WHEREAS, the COUNTY increased the vehicle usage reimbursement rate set forth under Section 7 of the Agreement; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the LGE, COUNTY, and SHERIFF'S OFFICE agree that the Agreement is supplemented, amended and modified as follows:

I. Amendment to Section 7 of the Agreement:

Section 7 of the Agreement is amended and supplanted by the following:

COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of **$14.00 per hour per vehicle** (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

II. Terms of Agreement Control and Extent of Amendment

All other terms of the Agreement and any prior amendments thereto, if any, which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the LGE, COUNTY, and SHERIFF'S OFFICE have executed this Amendment, in duplicate, to be effective as of October 1, 2024 .

Local Governmental Entity (LGE):

Name of LGE: Williamson County MUD No. 25

Signature: _____

Printed Name: Stanley Schwartz

Title: President MUD #25

Date: 08/20 _____, 2024

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: August 22, 2024

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

COUNTY:

By: _____
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____ _____, 20____

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, 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 performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas, intergovernmental risk pool or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool 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 October 31, 2023 and shall terminate on September 30, 2024, and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1,

2024, and October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written 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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicle is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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 or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do 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.

LGE:

Name of LGE: Williamson County MUD No. 25

Signature: _____

Printed Name: Jason Natho

Title: President

Date: October 17, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: October 20, 2023

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

COUNTERPART SIGNATURE PAGE TO
STANDARD AGREEMENT WITH LOCAL
GOVERNMENT ENTITY REGARDING
OFF DUTY-DUTY CONTRACTING OF
COUNTY SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: Bill Gravell Jr.
Bill Gravell (Nov 2, 2023 15:07 CDT)
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Nov 2, 2023, 20____

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

Item #18 Williamson County MUD #25 Standard Agreement

Final Audit Report 2023-11-02

Created:	2023-10-31
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhNE2GxhWhddq4bEceKkYifftJc7ZJWLa

"Item #18 Williamson County MUD #25 Standard Agreement" History

Document created by Starla Hall (starlahall@wilco.org)
2023-10-31 - 6:16:09 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-10-31 - 6:17:38 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-10-31 - 6:17:44 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-11-01 - 3:21:35 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-11-02 - 7:15:43 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-11-02 - 7:15:43 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-11-02 - 7:18:37 PM GMT

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-11-02 - 8:07:07 PM GMT - Time Source: server

Agreement completed.
2023-11-02 - 8:07:07 PM GMT

Powered by Adobe Acrobat Sign

Commissioners Court - Regular Session **20.**

Meeting Date: 08/27/2024

Approval of Software Service Agreement for Petszel LLC. for the Williamson County Regional Animal Shelter

Submitted For: Joy Simonton **Submitted By:** Sandra Malcolm, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Petszel Software Service Agreement #2024260 between Williamson County and Petszel LLC for Petszel's personalized pet care platform software and authorizing the execution of the agreement.

Background

The approval of this service agreement with Petszel will benefit the Williamson County Regional Animal Shelter by providing a free partnership that connects adopters with all their adoption materials and pet's medical records automatically. This agreement will be at no cost to the county. Petszel is a free service for all shelters and rescuers. This service agreement is for a 1-year term. The department point of contact will be Linda Gunter in Animal Services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Petszel Service Agreement

1295 form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/22/2024 09:53 AM
County Judge Exec Asst.	Becky Pruitt	08/22/2024 09:55 AM
Form Started By: Sandra Malcolm		Started On: 08/12/2024 01:21 PM
Final Approval Date: 08/22/2024		

PETSZEL LLC
SOFTWARE SERVICES AGREEMENT

Business Name: Williamson County Regional Animal Shelter	Primary Contact: Linda Gunter
Address: 1855 SE Inner Loop, Georgetown, TX 78626	Primary Contact Phone: 512-943-3567
EIN: 74-6000978 ☐ Check if non-profit 501c3	Primary Contact Email: lgunter@wilco.org

Services: Petszel's personalized pet care platform will provide a digital post-adoption web app for shelters and rescues to provide to their adopters. The shelters will have a dashboard solution to manage the integration with the Shelter software, documents and other offerings. Invitations to the Shelter's web app, powered by Petszel, will be delivered to the new pet owner automatically via email & text when the animal's status changes to "Adopted" in the shelter management software.

This Software Services Agreement ("**Agreement**") is entered into on this 15th day of August, 2024 (the "**Effective Date**") between Petszel LLC, a Delaware limited liability company ("**Company**"), and the customer listed above ("**Customer**"). This Agreement includes and incorporates standard terms and conditions and contains, among other things, warranty disclaimers, liability limitations, data security commitments and other key elements.

SOFTWARE SERVICES TERMS AND CONDITIONS

1. SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

1.3 During the term of this Agreement, Company shall maintain and carry in full force and effect, at its own expense, industry-standard commercial general liability and cybersecurity (including data breach) insurance. See Section 8.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("**Software**"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the

Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "**Policy**") and all applicable laws and regulations, including the privacy policy attached hereto as Exhibit B. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("**Customer Data**"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

3.4 If Customer provides feedback to the Company about its products and services, all such feedback will be the sole and exclusive property of the Company. Customer agrees to and hereby irrevocably transfers and assigns to Company all of Customer's right, title, and interest in and to all feedback, including all intellectual property rights therein. Customer will not earn or acquire any rights or licenses in the Services or in any Company intellectual property rights on account of this Agreement or Customer's performance under this Agreement, even if the Company incorporates any feedback into the Services.

4. TERM AND TERMINATION

4.1 Either party may also terminate this Agreement immediately (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement.

4.2 Either party may terminate this Agreement for convenience, and without cause, thirty (30) business days' written notice to the other party.

4.3 Upon termination of this Agreement, Customer's right to access and use the Services shall immediately terminate, Customer shall immediately cease all use of the Services, and Customer shall destroy or return to Company and make no further use of any Proprietary Information, materials, or other items (and all copies thereof) belonging to Company. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability. Further, within thirty (30) days after termination, the Company will delete data synced from the Customer's third-party shelter management software. All data for consumers/users that have not signed into the application in the prior 90 days will be deleted, and any active consumers/users will continue to have free access to their data within the application?

5. WARRANTY AND DISCLAIMER

Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from a cybersecurity or data breach caused by Company's use of data from Customer's applicable shelter management system, provided Company is promptly notified of any and all claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will manage cyber breach response and notify breach victims when breach is caused by Company's use of Customer data. Company will not be responsible

for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to situations where Customer's use of the Service is not strictly in accordance with this Agreement.

8. INSURANCE

8.1 All coverages required below will be placed with insurance companies licensed to do business in the state where the project is located with a minimum A.M. Best rating of A- VIII. A specific exception to this requirement will be the State Compensation Insurance Fund of California.

8.2 Prior to commencing the work, Company shall furnish Customer with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. When requested by Customer, Company shall furnish copies of policies for each coverage required.

8.3 If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium Company's insurer or insurer's representative will provide 30 days' notice of such cancellation or nonrenewal.

8.4 Failure of Customer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Company to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.

8.5 General Liability Insurance

8.6 Company shall maintain Commercial General Liability (CGL) insurance with a limit of not less than $1 million each occurrence and $2 million in the aggregate including products and completed operations. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project as evidenced by ISO Endorsement CG 25 03 or equivalent.

8.7 CGL insurance shall by written on the current version of the ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

8.8 Customer shall be included as an 'additional' insured under the CGL, using current versions of ISO additional insured endorsements CG 20 10 and CG 20 37 (completed operations) or their equivalents. This coverage shall be maintained in effect for the benefit of Owner and Owner for a period of __ years following the completion of the work specified in Section __ of this contract. Additional insured coverage as required in the subparagraph shall be primary to and will not seek contribution from any other insurance or self-insurance programs afforded to Customer. A copy of the endorsement will be submitted with the Certificate of Insurance.

8.9 If the General Liability policy has a deductible or Self Insured Retention higher than $25,000, the Owner must approve this in writing before any work is to be performed.

8.10 Workers Compensation

8.11 Company shall maintain Workers Compensation and Employers Liability insurance as required by statute. Employers Liability limits shall not be less than $1 million.

8.12 If Company hires a leased labor or temporary labor company, that company must (i) name Company as an Alternate Employer on an Alternate Employer Endorsement and (ii) provide a waiver of subrogation specifically for Workers Compensation in favor of Vendor, vendor and owner.

8.13 Umbrella / Excess Liability

8.14 Company shall be required to carry an excess liability or umbrella policy in an amount of $5 million per occurrence. Such policy will provide coverage over and above the Commercial General Liability, Auto Liability and Employers Liability required herein. Coverage will be at least as broad as the underlying coverages. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

8.15 Cyber

8.16 Company shall maintain Cyber insurance with a limit of not less than $2 million per claim. Such policy shall include first-party, third party and business interruption coverage.

8.17 Company shall notify Customer within one day following the discovery of a data breach.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. Venue for any dispute shall take place in Denton County, Texas.

PETSZEL LLC:	**SHELTER NAME:** _____
By: _____	By: _____
Name: Matthew J. Russell	Name: _____
Title: CEO	Title: _____

EXHIBIT A

INTEGRATION SERVICES

As part of this agreement, the Customer is required to allow Petszel to integrate with their third-party shelter management software to facilitate the services and software. Petszel will be responsible for building and maintaining the integration.

The integration will be used for securely syncing data to Petszel systems for the services outlined. The following data fields are required but the exact fields may vary depending on the shelter management system:

- Shelter & General: System IDs for all fields, Locations, and sub-location names, addresses
- Adoption Details: Adoption Details, Adoption Date, Adoption Time, Shelter Staff, Adoption Fees, and Adoption Notes
- Adopting Pet Owner(s) Details: First name, Last name, Address, City, State, Zip, Phone(s), Emails, Communication Preferences
- Animal Detail: Species, Breed, Sex, Weight, Size Groups, Date of Birth, Adopted Age, Current Age, Photo(s), Color, Pattern, Intake data, Litter Group, Microchip & other relevant fields
- Medical: Vaccine Information (dates, ID, Types), Procedure Type, Dates, Attending Vet), Treatment Type, Date and notes

EXHIBIT B

PRIVACY POLICY

The Company respects your privacy and is committed to protecting it through our compliance with this policy.

This policy describes the types of information the Company ("**we**" or "**us**") may collect from Customer ("**you**") during your access to and use of the Services and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

- On the Services.
- In email, text, and other electronic messages between you and the Services.
- Through mobile and desktop applications or material you download from the Services, which may provide dedicated non-browser-based interaction between you and the Services.

It does not apply to information collected by:

- Us offline or through any other means, including on any other website operated by Company or any third party (including our affiliates and subsidiaries); or
- Any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on the Services.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Services. By accessing or using the Services, you agree to this privacy policy. This policy may change from time to time, so please see the "Change to Our Privacy Policy" section below. Your continued use of the Services after we make changes is deemed to be acceptance of those changes.

Children

Our Services is not intended for children. No one under age 18 may provide any information to or on the Services. We do not knowingly collect personal information from children under 18. If you are under 18, do not use or provide any information on the Services or through any of its features or downloadable material, register on the Services, make any purchases through the Services, use any of the interactive or public comment features of the Services, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 18 without verification of parental consent, we will delete that information. If you believe we might have any information from or about your child under 18, please contact us at support@petszel.com.

California residents under 16 years of age may have additional rights regarding the collection and sale of their personal information. Please see "Your California Privacy Rights" below for more information for more information.

Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Services, including information:

- By which you may be personally identified, such as name, postal address, e-mail address, telephone number, images and videos, social media account information, education information or any other identifier by which you may be contacted online or offline ("**personal information**");
- That is about you but individually does not identify you, such as pet information; and/or
- About your internet connection, the equipment you use to access our Services, and usage details.

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.
- From third parties, for example, our business partners.

Information You Provide to Us

The information we collect on or through our Services may include:

- Information that you provide by filling in forms on our Services. This includes information provided at the time of registering to use our Services, downloading and/or streaming content, posting material, or requesting further services. We may also ask you for information when you report a problem with our Services.
- Records and copies of your correspondence (including email addresses), if you contact us.
- Details of transactions you carry out through our Services and of the fulfillment of your orders for services. You may be required to provide financial information before placing an order through our Services.
- Your search queries on the Services.
- Billing or payment information.

You also may provide information to be published or displayed (hereinafter, "**posted**") on public areas of the Services, if any, or transmitted to other users of the Services or third parties (collectively, "**User Contributions**"). Your User Contributions are posted on and transmitted to others at your own risk. Although you may set certain privacy settings for such information by logging into your account profile, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Services with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

Information We Collect Through Automatic Data Collection Technologies

As you navigate through and interact with our Services, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Services, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Services.
- Information about your computer and internet connection, including your IP address, operating system, and browser type.

We also may use these technologies to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking).

The information we collect automatically may include personal information, and we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Services and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Services according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Services.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Services. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Services.
- **Flash Cookies.** Certain features of our Services may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Services. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, "Choices About How We Use and Disclose Your Information" below.
- **Web Beacons.** Pages of the Services and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

Third-Party Use of Cookies and Other Tracking Technologies

Some content or applications, including advertisements, on the Services may be served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. For information about how you can opt out of receiving targeted advertising from many providers, see "Choices About How We Use and Disclose Your Information" below.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Services and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To provide you with notices about your account, including expiration and renewal notices.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Services or any products or services we offer or provide though it.
- To allow you to participate in interactive features on our Services.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

We may also use your information to contact you about our own and third-parties' goods and services that may be of interest to you. For more information, see "Choices About How We Use and Disclose Your Information" below.

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

Disclosure of Your Information

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or you provide as described in this privacy policy:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Company's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Company about our Services users is among the assets transferred.
- To third parties to market their products or services to you if you have opted into receiving marketing material. For more information, see "Choices About How We Use and Disclose Your Information" below.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent.

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply our agreements with you, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.
- **Disclosure of Your Information for Third-Party Advertising.** You will have the ability to opt into receiving third-party marketing materials. If you no longer wish to receive these materials or share your personal information with unaffiliated or non-agent third parties for promotional purposes, you can opt-out by logging into the Services and adjusting your user preferences in your account profile, or by sending us an email with your request to support@petszel.com.
- **Promotional Offers from the Company.** If you do not wish to have your contact information used by the Company to promote our own or third parties' products or services, you can opt-out by logging into the Services and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or by sending us an email stating your request to support@petszel.com. If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions. This opt out does not apply to information provided to the Company as a result of a product purchase, warranty registration, product service experience or other transactions.
- **Targeted Advertising.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt-out by sending us an email stating your request to support@petszel.com.

We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative ("**NAI**") on the NAI's website.

California residents may have additional personal information rights and choices. Please see "Your California Privacy Rights" below for more information.

Accessing and Correcting Your Information

You can review and change your personal information by logging into the Services and visiting your account profile page.

You may also send us an email at support@petszel.com to request access to, correct or delete any personal information that you have provided to us. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Contributions from the Services, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Services users. Proper access and use of information provided on the Services, including User Contributions, is governed by our agreements with you.

Your California Privacy Rights

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information.

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our App that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to support@petszel.com.

California law requires that we provide you with a summary of your privacy rights under the California Online Privacy Protection Act ("**COPPA**") and the California Business and Professions Code. As required by COPPA, we will provide you with the categories of personal information that we collect through the Services, and the categories of third party persons or entities with whom such personal

information may be shared for direct marketing purposes at your request. California law requires us to inform you, at your request, (1) the categories of personal information we collect and what third parties we share that information with; (2) the names and addresses of those third parties; and (3) examples of the products marketed by those companies. COPPA further requires us to allow you to control who you do not want us to share that information with. To obtain this information, please send a request by email or physical mail to the address found below. When contacting us, please indicate your name, address, email address, and what personal information you do not want us to share with our marketing partners. The request should be sent to the attention of our legal department, and labeled "California Customer Choice Notice." Please allow 30 days for a response. Also, please note that there is no charge for controlling the sharing of your personal data or requesting this notice.

International Users

The Services is intended for users located within the United States. We make no representation that the Services is appropriate or available for use outside of the United States. If you are visiting the Services from the European Union or other regions with laws governing data collection and use, then please note that you are agreeing to the transfer of your personal information to the United States and processing globally. By providing your information to the Services, you consent to any transfer and processing in accordance with this Privacy Policy.

We have adopted reasonable physical, technical and organizational safeguards which substantially mirror the European Union safeguards against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access, use or processing of data in our possession.

Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. Company expressly warrants that it utilizes industry standard security controls on its systems and Customer data, such as multi-factor authentication, encrypted backup and recovery, or endpoint detection with automated threat response.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Services, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Services like message boards. The information you share in public areas may be viewed by any user of the Services.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Services. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Services.

Changes to Our Privacy Policy

It is our policy to communicate any changes we make to our privacy policy with a notice that the privacy policy has been updated either via email communication to you or on the Services if applicable. If we make material changes to how we treat our users' personal information, we will notify you by email to the email address specified in your account or through a notice on the Services home page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you.

Contact Information

To ask questions or comment about this policy and our privacy practices, or to register a complaint or concern please contact us at: support@petszel.com

EXHIBIT C

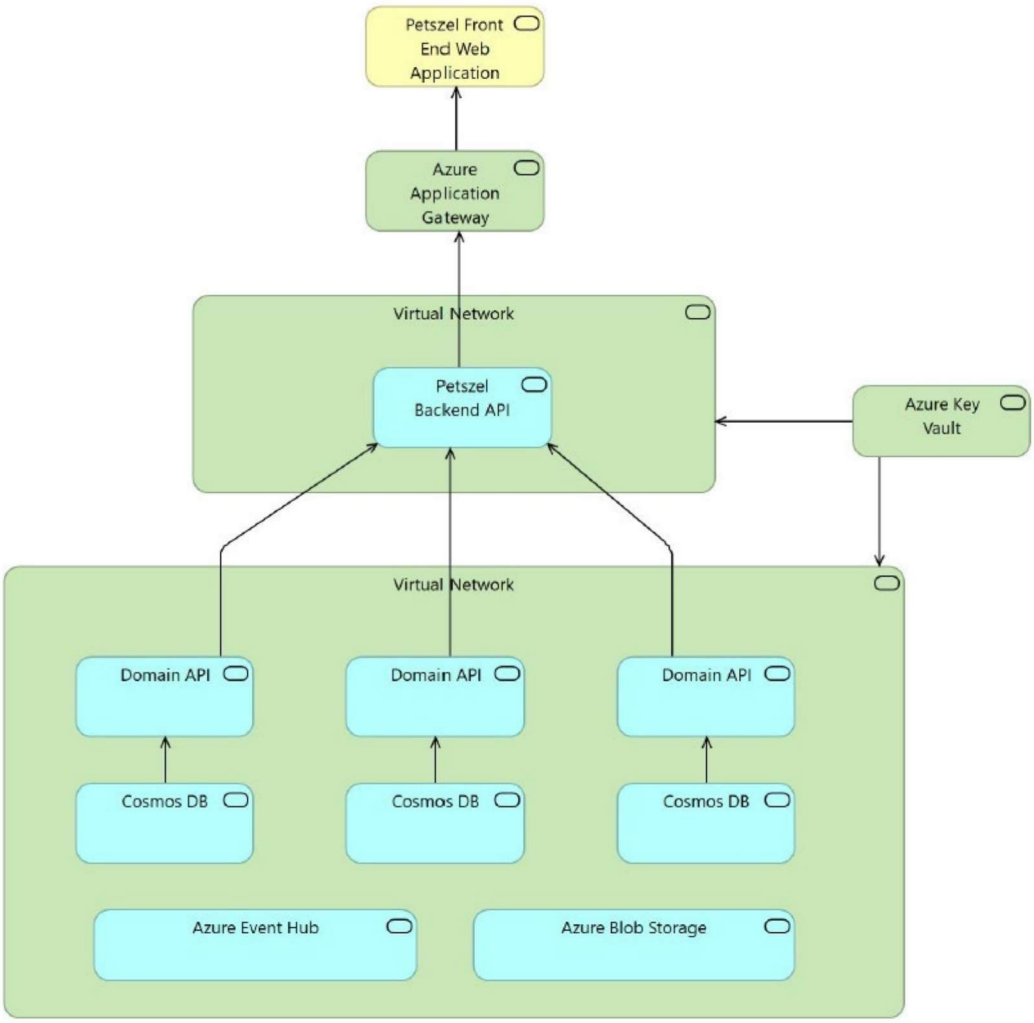
PETSZEL DATA SECURITY ARCHITECTURE

Overview

Petszel is designed from the ground-up as a cloud-based SaaS system that's powered by capability domain specific microservices. Each domain owns its APIs and data and is a fully standalone autonomous subsystem.Azure best practices such as using application gateways, key vaults, and virtual networks arefollowed. Front-end applications exclusively rely on backend-for-frontend REST APIs to access and fulfill Petszel functionality and data. The subsequent sections in this document go into more detail on the implementation.

Azure Cloud Architecture

All of the Petszel APIs, background worker services, databases and other resources such as event streams and blob storage are deployed on Microsoft Azure.



The following practices are followed for all of those services:

- Front-end applications have a public Petszel backend REST API they integrate with. This is their only path to accessing Petszel functionality.
- The Petszel backend API is accessible solely via an Azure application gateway.

- The Petszel backend API's application service is protected by an Azure virtual network. All direct access is blocked by default, except for calls made via the application gateway.
- All domain APIs are protected by Azure virtual networks.
- Only specific sub-nets are allowed access to the domain APIs - such as the subnets where the Petszel backend API is deployed or other core Petszel services such as the data extraction and communication worker services.
- Credentials are never stored in source code and this includes configuration files.
- Credentials are always retrieved dynamically from Azure Key Vault where access is restricted using minimal scopes – so only a select few services running in specific virtual networks have access.
- All APIs are protected using JWT bearer token authentication.
- All user-logins use the same JWT bearer token authentication.
- API endpoints are scope restricted and these scopes are tied to the user logins. Depending on the type of user that's logged on, such as Petszel staff, shelter admin/staff, practice admin/staff, or pet-owners, the JWT tokens have the least privileges needed to perform the actions tied to that specific user request.
- Passwords are not stored in plain-text.
- All passwords are stored using highly secure one-way hash algorithms.
- All user-logins are email addresses that need to be validated prior to use.
- Petszel engineering staff do not have direct access to the Azure cloud resources, including databases. All deployments are done using Azure DevOps CI/CD pipelines.

Tenant Security

Petszel is a multi-tenant SaaS offering, and as is a standard operational practice with such systems, multiple tenants share the same underlying cloud resources. Tenant here refers to a Petszel client such as a shelter, a veterinary practice or a pet-owner. Petszel's APIs are designed to never allow a tenant's data to be returned to another tenant user. The way Petszel accomplishes this is by not including tenant specific identifiers in the JSON payloads passed to the API requests. Instead, tenant information is a part of the JWT bearer token, which is driven solely by user-logins. Thus, there is never a risk of a malicious hacker using one tenant's credentials to access another tenant's information, or for an inadvertent bug in code to return information to the wrong tenant. The user-logins are tied to shelters or pet-owners, and these are associated with specific tenants or users, and the APIs are forced to respect those associations.

Database Isolation

The Petszel architecture is fundamentally built around a group of domain based microservices. Each domain owns its data storage. We currently use Azure Cosmos DB for our data storage requirements. The databases are only accessible by their owning domain APIs. The credentials to access the database are not stored anywhere in the API source code or configuration files. Instead, the credentials are dynamically pulled from Azure Key Vault by the deployed APIs as and when needed. Key Vault is setup to only allow those APIs running in Azure Application Services to retrieve those credentials, which leverages built-in Azure security protection at the authorization / networking / IP address levels.In addition, all databases are fully encrypted using Azure managed keys.

Personally Identifiable Financial Information (PIFI)

There are no plans to store PIFI data in our system. If there is ever a need to store PIFI, the following standards will be enforced:

- PIFI data will never be stored or cached in an unencrypted format.
- Any PIFI data stored in a database will be both field-level and database-level encrypted.
- Role based security will limit or restrict the inclusion of PIFI fields in REST responses.

Petszel Staff

Petszel prides itself on recruiting seasoned, accomplished engineering and other technical staff that exercise best practices when developing software and handling customer data. All Petszel staff members are carefully vetted, background checked and trained on data security procedures. Only staff members that require access to customer data to perform their role and deliver the Service are permitted access.

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:
2024-1196015

Date Filed:
08/04/2024

Date Acknowledged:
08/09/2024

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

Petszel LLC
Frisco, 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 Regional Animal Shelter

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

2024260
Digital post-adoption platform

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

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Petszel LLC
Frisco, TX United States

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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.

2024260
Digital post-adoption platform

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Matthew J. Russell (CEO of Petszel LLC)	Frisco, TX, USA	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Matthew J. Russell, and my date of birth is [redacted]5.

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

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

Executed in Denton County, State of TX, on the 8th day of August, 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **21.**

Meeting Date: 08/27/2024

Approval of Agreement for Construction Services with G2 Construction Services, Inc., for the CMF - Road & Bridge Office Kitchen Repairs for Facilities Management.

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement for Construction Services, #2024275, with G2 Construction Services, Inc., for CMF - Road & Bridge Office Kitchen Repairs for Facilities Management, in the amount of $27,000.00, pursuant to Cooperative Purchasing – TIPS - Contract Number #211001, and authorize execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and G2 Construction Services, Inc, relates to the CMF - Road & Bridge Office Kitchen Repairs located at 3151 SE Inner Loop, Georgetown, TX. Detailed Scope of Work is attached. Funding Source is 01.0100.0509.004509. The Department point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form 1295 - G2 Construction Services, Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/21/2024 04:57 PM
County Judge Exec Asst.	Becky Pruitt	08/22/2024 07:55 AM
Form Started By: Stacian Williams		Started On: 08/20/2024 04:20 PM
Final Approval Date: 08/22/2024		

Agreement for Construction Services

(Cooperative Contract #TIPS 211001)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and G2 Construction Services, Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

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

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Twenty-Seven Thousand Dollars ($27,000)** in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the plans and specifications attached hereto as **Exhibit "A"**, as well as any revisions made thereto.

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **thirty (30) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees

that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars ($500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

4.2.2 Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

4.2.3 Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 5 PAYMENT:

5.1 Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of

such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

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

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

6.5.1 The Contractor shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory
.2	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER OCCURRENCE
Commercial	

General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

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

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

.5 Damage to Rented Property/Premises (Ea. Occurrence): $100,000

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

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

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

.6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

.7 Umbrella coverage in the amount of not less than $5,000,000.

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

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

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

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

(a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

(a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
(b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
(d) obtain from each other person with whom it contracts, and provide to the Contractor:

i. a certificate of coverage, prior to the other person beginning work on the Project; and
ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

6.5.3 If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

6.5.4 Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

6.5.5 **The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the

Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

6.5.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

6.5.10 Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 7 INDEMNITY:

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

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

ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the

worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

9.1.3 A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

9.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to previsions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

9.4 Complaints of Violations of Prevailing Wage Rates. Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in

accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

9.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

9.7 Prevailing Wage Retainage. Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

9.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this section.

ARTICLE 10 INTENTIONALLY DELETED

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

11.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

11.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

11.1.3 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;
11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
11.2.1.4 Fails to perform any of its obligations under the Agreement;
11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the

Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

11.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

11.3.2 The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

11.3.2.2 that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

11.4.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

11.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

11.4.2.1 Cease operations as directed by the Owner in the notice;

11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

11.4.3 Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

ARTICLE 12 MISCELLANEOUS PROVISIONS:

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street

Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

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

12.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

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

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

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

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

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

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

12.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

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

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

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #TIPS 211001; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #TIPS 211001; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	G2 Construction Services, Inc.
By: _____	By: _____
Printed Name: _____	Printed Name: Jimmy S Gibson
Title: _____	Title: Vice President
Date: _____	Date: 8/20/24

Exhibit "A"

Plans and Specifications

WCCHD
355 Texas Avenue, Round Rock, TX 78664

Scope of Work:

1. Disconnect and reinstall the existing kitchen sink.
2. Install new flush mount electric cook top
3. Demolition and haul off existing counter tops
4. Fabrication and installation of new SS-1 MSI Quartz "Carrara Morro" 2CM countertop
5. Install full height backsplash SS-1 MSI Quartz
6. Cutouts as required

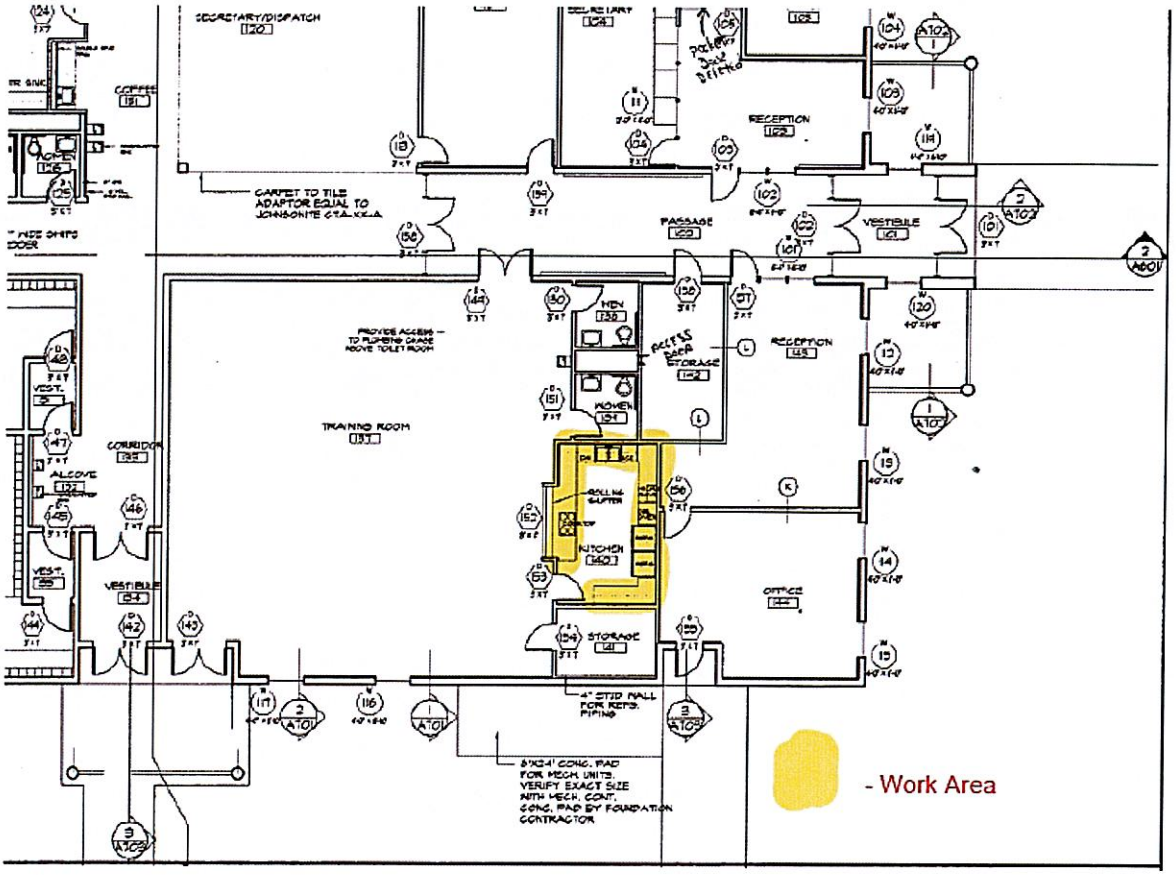


EXHIBIT C

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

G2 CSi
General Contractor

TIPS PURCHASING COOPERATIVE
"Purchasing Made Personal"

R&B Office Kitchen Countertop and Backsplash Replacement Proposal

TIPS 211001

8/16/2024

TEL: (512)688-5725 Fax: (512)688-5724

Submitted to Daryl Mutz (Project Manager)
Company: Williamson County
Phone:512-943-3799
Job Title: Remove and Replace Counter tops and backsplash at R&B Office Kitchen
Job Locations: 3151 SE Inner Loop, Georgetown, TX 78626

The scope is as follows below.

- Disconnect and reinstall the existing kitchen sink.
- Install new flush mount electric cook top.
- Demolition and haul off existing counter tops.
- Fabrication and installation of new SS-1 MSI Quartz "Carrara Morro" 2CM countertop.
- Install full height backsplash SS-1MSI Quartz
- Cutouts as required.
- Completion by September 20th.

G2 CSi
General Contractor

The bid is to include all material and labor necessary to complete the scope as per these details.

We propose hereby to furnish material and labor necessary to complete the base bid project in accordance with the above specifications, for the sum of **27,000.00** Twenty-seven thousand dollars and 00/100****

*** All associated compliance fees are included in the total.**
***Note: Upon approval G2 CSi will provide the RS Means breakdown, which will then be TIPS compliant.**

Feel free to contact Shane Gibson with any questions, or comments regarding the scope of this proposal. All work is to be completed in a workmanlike manner according to standard practices. Any alteration, or deviation from the above specifications involving extra cost will be executed only upon written approval and will become an extra charge over and above this estimate.

Shane Gibson: _____

3303 Shell Road, Suite 3 Georgetown, TX 78628
Email: sales@g2csinc.com **Fax:** 512.688.5724 **Tel:** 512.688.5725
G2 Construction Services, Inc.

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:
2024-1203265

Date Filed:
08/20/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
G2 Construction Services, Inc.
Georgetown, TX United States

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

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.
TIPS 211001
R&B Kitchen Countertop Replacement Project

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] (street) Georgetown (city), TX (state), 78628 (zip code), U.S. (country).

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

Executed in Williamson County, State of Texas, on the 20 day of Aug. (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1203265

Date Filed:
08/20/2024

Date Acknowledged:
08/20/2024

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

G2 Construction Services, Inc.
Georgetown, TX United States

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

Williamson County

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.

TIPS 211001
R&B Kitchen Countertop Replacement Project

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **22.**

Meeting Date: 08/27/2024

Walker 24RFSQ13 WA2 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 Work Authorization No 2 in the amount of $324,520.00 to expire on March 31, 2025 under Williamson County Contract for Surveying Services between Walker Texas Surveying, Inc. and Williamson County dated March 19, 2024 for CR 201 (CR 200 to Umbrella Sky). Funding source: P499.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walker 24RFSQ13 WA2 CR 201

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/21/2024 01:21 PM
County Judge Exec Asst.	Becky Pruitt	08/22/2024 07:57 AM
Form Started By: Vicky Edwards		Started On: 08/21/2024 11:01 AM
Final Approval Date: 08/22/2024		

WORK AUTHORIZATION NO. 02

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
CR 201 (CR 200 to Umbrella Sky)

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated March 19, 2024 (the "Contract"), 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").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$324,520.00.**

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 **March 31, 2025.** The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date, unless extended by a Supplemental Work Authorization.

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

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

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

Continued next page

EXECUTED this _____.

SURVEYOR:

Walker Texas Surveying, Inc.

By:_____
Signature

Charles G Walker
Printed Name

Vice. Pres.
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
CR 201 (CR 200 to Umbrella Sky)

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

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

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

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

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

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

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

7. The horizontal datum for this project will be NAD83 (2011) Texas Coordinate System, Central zone, with a scale factor of 1.00012, or as otherwise provided by the County.

8. Aluminum caps to Surveyor for ROW monumentation.

9. Will provide previously obtained ROEs granted through the corridor. Any additional ROEs needed, the County will provide the template ROE Letter, as approved by the Precinct Commissioner, for submission to owners, by Surveyor. Surveyor will notify the County Project Coordinator of any refusals to grant ROE or unresponsive landowners. County will facilitate resolution of any refusals to grant ROE and/or communication with landowners, who are hostile with respect to completion of the WA.

10. Provide Title Commitments related to impacted acquisition parcels within 14 calendar days after County receipt of draft parcel acquisition documents.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR
CR 201 (CR 200 to Umbrella Sky)

PROJECT DESCRIPTION

PROJECT LIMITS

The project limits are from CR 200 to 1000 feet north of Umbrella Sky, for approximately 2.0 miles.

EXISTING FACILITY

The existing facility is a 2-lane roadway with asphalt pavement. The existing right of way (ROW) varies from 40 feet to 100 feet.

PROPOSED FACILITY

The proposed facility is an interim 2-lane roadway with 2-foot shoulders of an ultimate median arterial divided 6-lane curbed section with a raised median. The proposed ROW width is 136 feet, within the project limits mentioned above.

1. PROJECT MANAGEMENT

   a. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (7 months assumed):

      - Submit monthly progress status reports to the GEC.

        1. Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

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

2. SURVEYING

a. RIGHT OF ENTRY (ROE) (**up to 65** letters assumed):

- Upon receiving approval from GEC, prepare and mail right of entry (ROE) letters per the County's standard for the project team, including geotechnical and environmental. Send a second follow-up letter to non-responsive property owners. Notify the GEC immediately of any unresponsive or uncooperative property owners.

b. FIELD SURVEYING:

- Surveyor will locate existing control and reconcile any discrepancies found.
- Surveyor will establish supplemental survey control as needed to be used during the course of the survey.
- Surveyor will locate boundary monuments sufficient to determine existing ROW lines and parcel boundaries.

c. PARCEL ACQUISITION DOCUMENTS (**up to 59** parcel documents assumed; **up to 59** tracts' staking assumed)

- Surveyor shall prepare preliminary parcel descriptions with associated parcel plats for ROW parcel (**up to 41**) and easement acquisition (**up to 18**). Surveyor will perform sufficient 2-dimensional location of substantial features found within 25 feet of the proposed ROW lines and note any improvements requiring removal/relocation.
- Surveyor will review the title commitment provided by the County for each parcel.
- After receipt of title commitments, set appropriate monumentation in accordance with County requirements. Prepare signed and sealed documents for ROW parcel and easement acquisitions.
- Stake proposed ROW with suitable markers as requested, on a parcel-by-parcel basis, for the purposes of fence reconstruction, utility installation, or property owner requests.

d. DELIVERABLES:

- Sent ROE Letters, and Executed ROE Documents – Deliver to County by **October 1, 2024**
- Draft Parcel Acquisition Documents, by **January 20, 2025**
- Final Signed and Sealed Parcel Acquisition Documents, including Title Commitment review (pdf), by **March 15, 2025**
- Base mapping in 2-D MicroStation File (Grid), by **March 15, 2025**
- Survey CADD files, by **March 15, 2025**

Wilco On Call WA #1 for Surveying Services by HNTB
HNTB Road Bond WA#1 = WTS Project # 075063 CR 201
CR 201 ROW Parcel Exhibits / Stake in Liberty Hill Area
COUNTY: Williamson
LIMITS: Along CR 201 CR 200 to Umbrella Sky Apx 2 miles

Walker Texas Surveyors, Inc.
ATTACHMENT C
WORK SCHEDULE

	2-Sep 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	15-Mar 2025
Rectify, Recover, and/or reestablish Primary Project Control by others							
ROEs 65 Assumed							
Deed Plots per appraisal records update prior and expand							
Survey 59 Tracts Assumed							
Misc additional Improvements located within 25' prop ROW							
59 Parcels Exhibits Draft							
59 Parcels Exhibits Final							
59 Parcel Corners Set							
Stake New ROW for fence, base mapping, survey CADD files							

Wilco On Call WA #1 for Surveying Services by HNTB
HNTB Road Bond WA#1 = WTS Project # 075063 CR 201
CR 201 ROW Parcel Exhibits / Stake in Liberty Hill Area
COUNTY: Williamson
LIMITS: Along CR 201 CR 200 to Umbrella Sky Apx 2 miles

Walker Texas Surveyors, Inc.
P. O. Box 324
Cedar Park, TX 78630
512/259-3361

EXHIBIT D
FEE SCHEDULE

August 19 2024

Service	2 Crew	3 Crew	1 Crew	Add Person	PM	RPLS	Field Cor	Sr Tech	CAD Tech		Admin	ATV	Subtotal	Reimburse	Total
Rate/Hr	**210**	**265**	**155**	**55**	**210**	**180**	**150**	**145**	**110**		**90**	**300**			
Rectify, Recover, and/or reestablish Primary Project Control by others	8		24			2		8			4	4			
Subtotal	8	0	24	0	0	2	0	8	0	0	4	4		0	
Total	**1680**	**0**	**3720**	**0**	**0**	**360**	**0**	**1160**	**0**	**0**	**360**	**1200**	**8480**	**0**	**8480**
ROEs 65 Assumed					6				10		97.5				
Deed Plots per appraisal records update prior and expand					3				65		7				
Subtotal	0	0	0	0	9	0	0		75	0	104.5	0		0	
Total	**0**	**0**	**0**	**0**	**1890**	**0**	**0**	**0**	**8250**	**0**	**9405**	**0**	**19545**	**0**	**19545**
Survey 59 Tracts Assumed	120		120		15	16.5		45			24	30			
Misc additional Improvements located within 25' prop ROW	30		30												
Subtotal	150	0	150	0	15	16.5	0	45	0	0	24	30		0	
Total	**31500**	**0**	**23250**	**0**	**3150**	**2970**	**0**	**6525**	**0**	**0**	**2160**	**9000**	**78555**	**0**	**78555**
59 Parcels Exhibits Draft					15	120		240			60				
59 Parcels Exhibits Final					15	120		59			35				
59 Parcel Corners Set	59		59		8			16			35	75			
Subtotal	59	0	59	0	38	240	0	315	0	0	130	75		0	
Total	**12390**	**0**	**9145**	**0**	**7980**	**43200**	**0**	**45675**	**0**	**0**	**11700**	**22500**	**152590**	**0**	**152590**
Stake New ROW for fence 2 Miles x 2 (both sides)	150				20	20		40			75	45			
Subtotal	150	0	0	0	20	20	0	40	0	0	75	45	0	0	
Total	**31500**	**0**	**0**	**0**	**4200**	**3600**	**0**	**5800**	**0**	**0**	**6750**	**13500**	**65350**		**65350**
Grand Total	**77070**	**0**	**36115**	**0**	**17220**	**50130**	**0**	**59160**	**8250**	**0**	**30375**	**46200**	**324520**	**0**	**324520**
Reimburseables:	0														

Commissioners Court - Regular Session **23.**

Meeting Date: 08/27/2024

Final plat for the Lodges at Open Acres Ranch 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 final plat for the Lodges at Open Acres Ranch subdivision – Precinct 4.

Background

This subdivision consists of 20 single family lots and no new roads.

Timeline

2024-07-01 – initial submittal of the final plat
2024-07-31 – 1st review complete with comments
2024-08-01 – 2nd submittal of final plat
2024-08-14 – 2nd review complete with comments
2024-08-15 – 3rd submittal of final plat
2024-08-20 – 3rd review complete with comments clear
2024-08-21 – receipt of final plat with signatures
2024-08-22 – final plat placed on the August 27, 2024 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

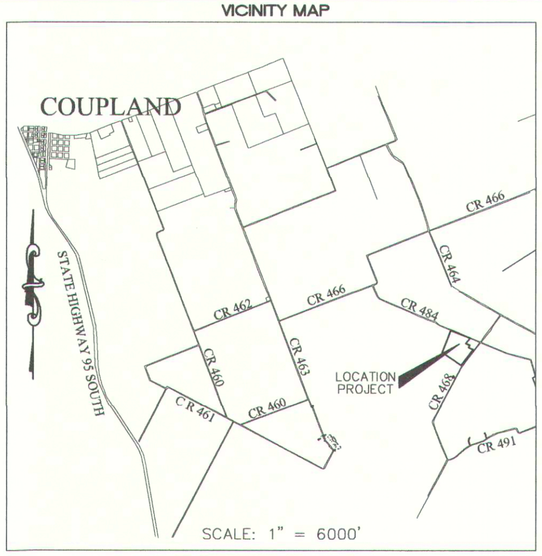
Attachments

final plat - Lodges at Open Acres

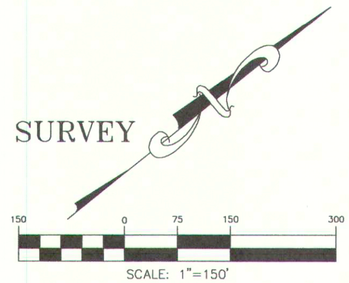
Form Review

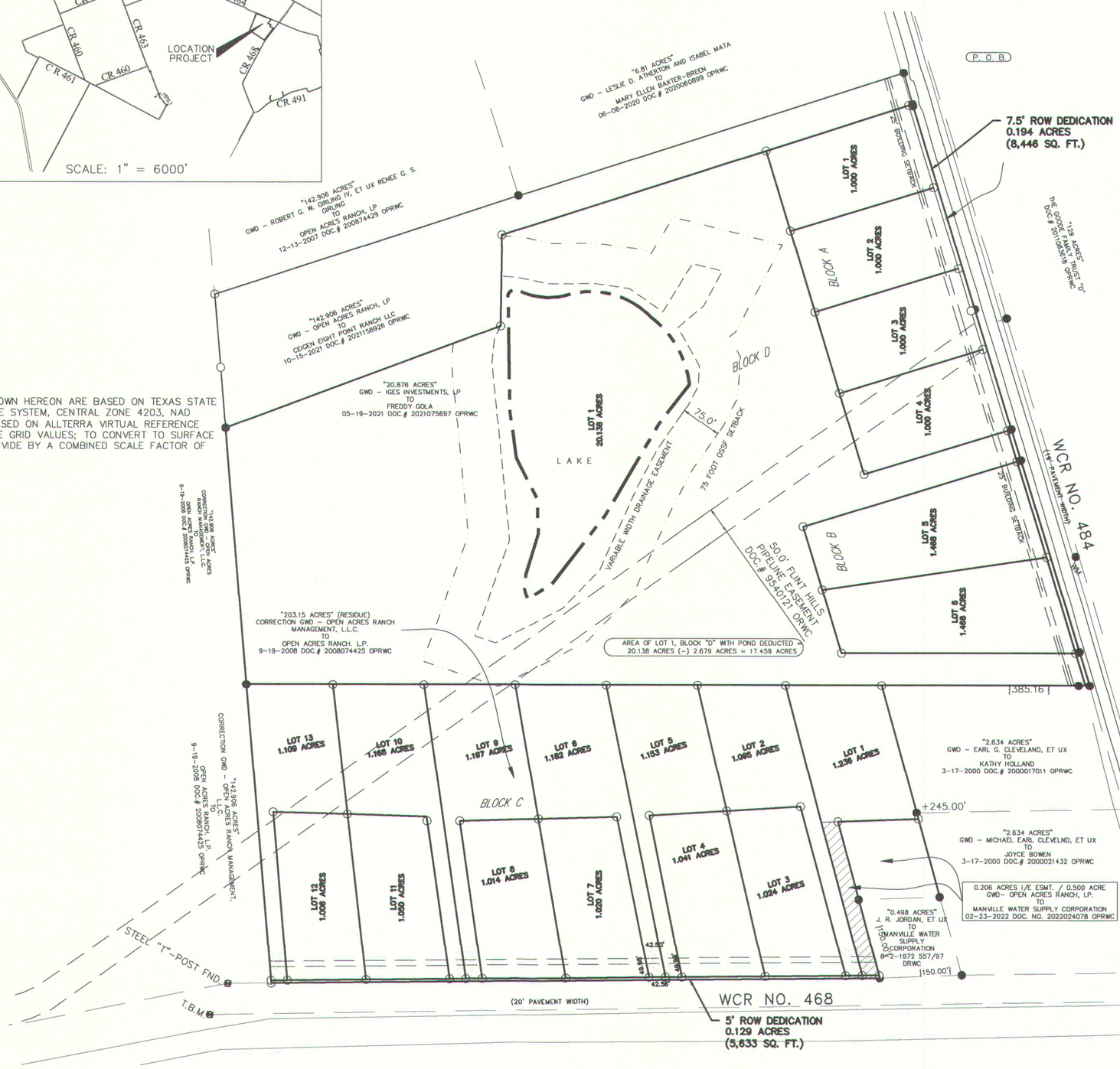
Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 11:48 AM
Form Started By: Adam Boatright		Started On: 08/22/2024 11:35 AM
Final Approval Date: 08/22/2024		

VICINITY MAP



FINAL PLAT
LODGES AT OPEN ACRES RANCH
41.692 ACRE TRACT OUT OF THE THOMAS A. GRAVES SURVEY
ABSTRACT NO. 252
WILLIAMSON COUNTY, TEXAS





THE BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83/93; DATUM BASED ON ALLTERRA VIRTUAL REFERENCE NETWORK AND ARE GRID VALUES; TO CONVERT TO SURFACE VALUES PLEASE DIVIDE BY A COMBINED SCALE FACTOR OF 0.999932041612.

LEGEND

- ● IRON ROD FOUND
- ○ IRON ROD SET
- ⊕ BENCHMARK

OWNER:
IGES INVESTMENTS, OPEN ACRES RANCH,LP
650 CR 468, ELGIN, TX 78621
512.423.0362
GIRLINGB@HOTMAIL.COM

SURVEYOR:
BRUCE BRYAN, RPLS
BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TEXAS 76574
BRUCE@BRYANTECHNICALSERVICES.COM

ENGINEER:
HAGOOD ENGINEERING ASSOCIATES
900 E. MAIN ST.
ROUND ROCK, TX 78664
TERRY HAGOOD, P.E.

ACREAGE:
41.692 ACRES

NUMBER OF LOTS BY TYPE:
DEVELOPMENT – 20

ACREAGE BY LOT TYPE:
TOTAL ACREAGE – 41.692 ACRES
RIGHT-OF-WAY DEDICATION ACREAGE – 0.323 ACRE
DEVELOPMENT ACREAGE – 41.369 ACRES

PATENT SURVEY:
THOMAS A. GRAVES
ABSTRACT NO. 252

NUMBER OF BLOCKS: 4

LINEAR FEET OF NEW STREETS: 0

CONNECTIVITY INDEX: NOT APPLICABLE

SUBMITTAL DATE:
MAY 28, 2024

BENCHMARK DESCRIPTION:
1/2" IRON ROD
N = 10,129,979.60 FEET
E = 3,247,355.349 FEET
ELEVATION = 609.53 FEET (NAVD 88, GEOID MODEL 2012)

FINAL PLAT OF
LODGES AT OPEN ACRES RANCH

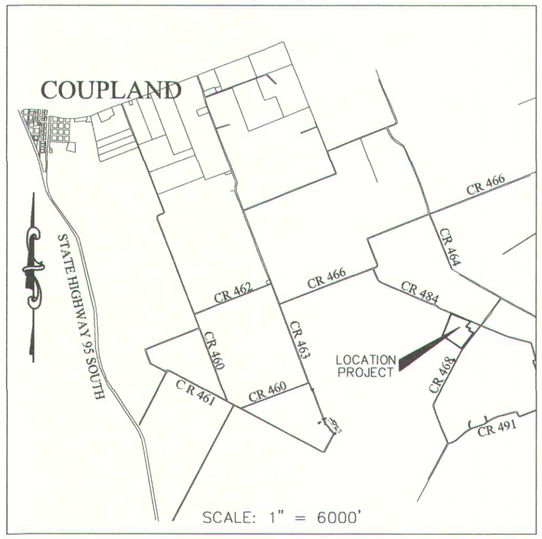
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BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FIRM No. 10128500
Bruce@BryanTechnicalServices.com
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: JC	CHECKED BY: BB
SCALE: 1" = 1"=100'	APPROVED BY: BB
PROJECT NO. 20-411	DATE: MAY 28, 2024

VICINITY MAP

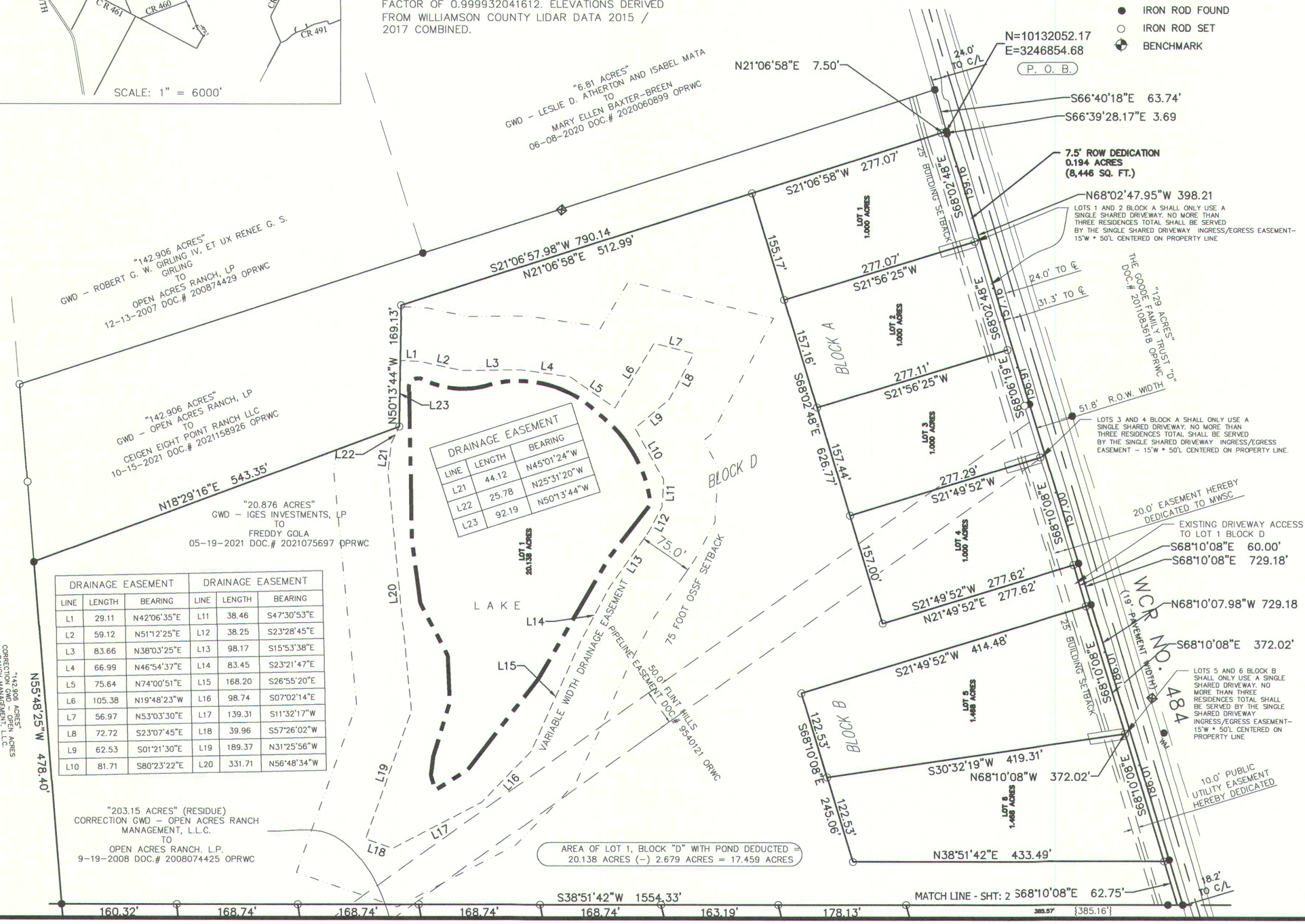


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100 0 50 100 200
SCALE: 1"=100'

LEGEND
- IRON ROD FOUND
- IRON ROD SET
- BENCHMARK



DRAINAGE EASEMENT		
LINE	LENGTH	BEARING
L21	44.12	N45°01'24"W
L22	25.78	N25°31'20"W
L23	92.19	N50°13'44"W

DRAINAGE EASEMENT			DRAINAGE EASEMENT		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	29.11	N42°06'35"E	L11	38.46	S47°30'53"E
L2	59.12	N51°12'25"E	L12	38.25	S23°28'45"E
L3	83.66	N38°03'25"E	L13	98.17	S15°53'38"E
L4	66.99	N46°54'37"E	L14	83.45	S23°21'47"E
L5	75.64	N74°00'51"E	L15	168.20	S26°55'20"E
L6	105.38	N19°48'23"W	L16	98.74	S07°02'14"E
L7	56.97	N53°03'30"E	L17	139.31	S11°32'17"W
L8	72.72	S23°07'45"E	L18	39.96	S57°26'02"W
L9	62.53	S01°21'30"E	L19	189.37	N31°25'56"W
L10	81.71	S80°23'22"E	L20	331.71	N56°48'34"W

OWNER:
IGES INVESTMENTS, OPEN ACRES RANCH,LP
650 CR 468, ELGIN, TX 78621
512.423.0362
GIRLINGB@HOTMAIL.COM

SURVEYOR:
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BRYAN TECHNICAL SERVICES, INC.
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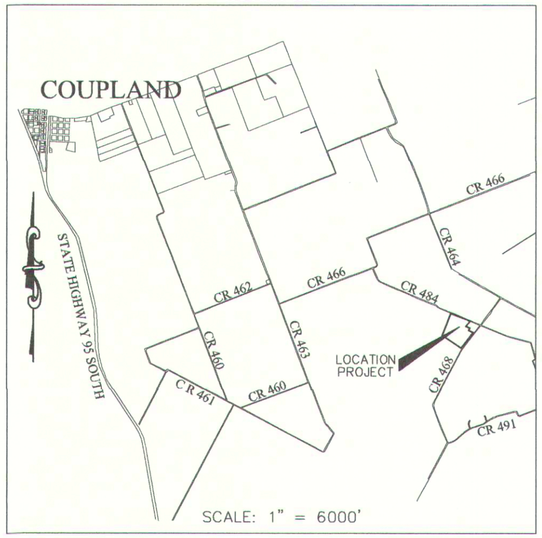
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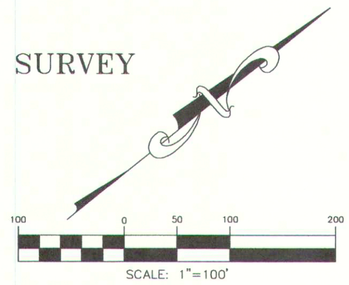
NO.	DATE	REVISIONS	BY

DRAWN BY: JC	CHECKED BY: BB
SCALE: 1" = 1"=100'	APPROVED BY: BB
PROJECT NO. 20-411	DATE: MAY 28, 2024

VICINITY MAP



FINAL PLAT
LODGES AT OPEN ACRES RANCH
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ABSTRACT NO. 252
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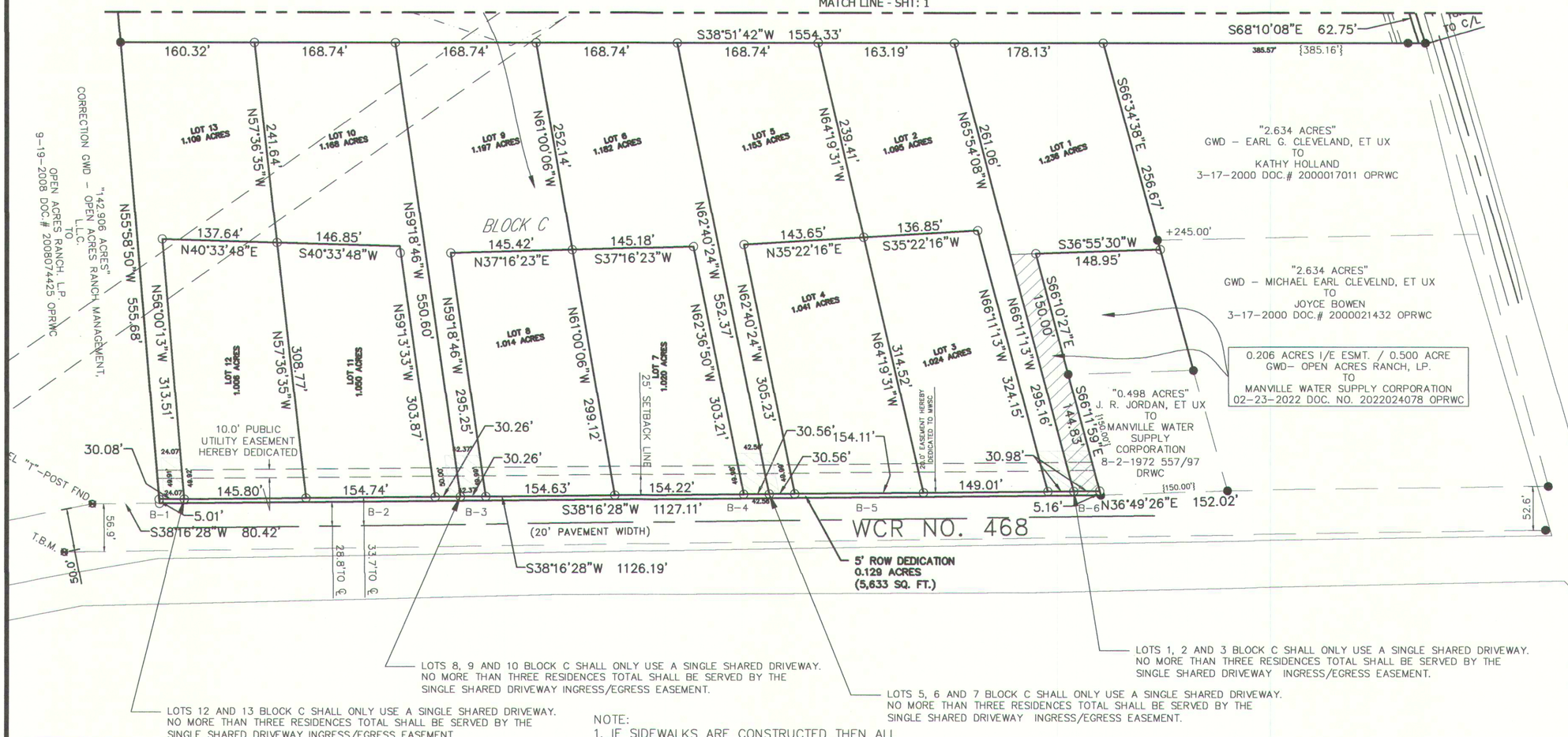
IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

CULVERT TABLE

CULVERT	NUMBER OF PIPES	DIAMETER
B-1	1	18 INCHES
B-2	1	18 INCHES
B-3	1	18 INCHES
B-4	1	18 INCHES
B-5	1	18 INCHES
B-6	1	18 INCHES

LEGEND
- ● IRON ROD FOUND
- ○ IRON ROD SET
- ⊕ BENCHMARK



LOTS 12 AND 13 BLOCK C SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY INGRESS/EGRESS EASEMENT.

LOTS 8, 9 AND 10 BLOCK C SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY INGRESS/EGRESS EASEMENT.

LOTS 5, 6 AND 7 BLOCK C SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY INGRESS/EGRESS EASEMENT.

LOTS 1, 2 AND 3 BLOCK C SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY INGRESS/EGRESS EASEMENT.

ABBREVIATIONS
FND. – FOUND
P.O.B. – PLACE OF BEGINNING
I.R. – IRON ROD
N.F. – NOT FOUND
R.O.W. – RIGHT-OF-WAY
DRWC – DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
ORWC – OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
OPRWC – OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D W/VL – DEED WITH VENDOR'S LIEN
WCR – WILLIAMSON COUNTY ROAD
{xx.xx'} – RECORD CALL

NOTE:
1. IF SIDEWALKS ARE CONSTRUCTED THEN ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

UTILITY PROVIDERS:
WATER: – MANVILLE WATER SUPPLY CORPORATION
ELECTRICITY: BLUEBONNET ELECTRIC COOPERATIVE
SEWAGE: ON-SITE SEWAGE FACILITY (OSSF)

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650 CR 468, ELGIN, TX 78621
512.423.0362
GIRLINGB@HOTMAIL.COM

SURVEYOR:
BRUCE BRYAN, RPLS
BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
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TERRY HAGOOD, P.E.

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41.692 ACRES

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DEVELOPMENT – 20

ACREAGE BY LOT TYPE:
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THOMAS A. GRAVES
ABSTRACT NO. 252

NUMBER OF BLOCKS: 4

LINEAR FEET OF NEW STREETS: 0

CONNECTIVITY INDEX: NOT APPLICABLE

SUBMITTAL DATE:
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FINAL PLAT OF
LODGES AT OPEN ACRES RANCH

41.692 ACRE TRACT OUT OF THE
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PHONE: (512) 352-9090
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Bruce@BryanTechnicalServices.com
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: JC	CHECKED BY: BB
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FINAL PLAT
LODGES AT OPEN ACRES RANCH
41.692 ACRE TRACT OUT OF THE
THOMAS A. GRAVES SURVEY ABSTRACT NO. 252
WILLIAMSON COUNTY, TEXAS

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

OPEN ACRES RANCH, LP OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2008074425 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS LODGES AT OPEN ACRES RANCH.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19 DAY OF August, 2024.

ROBERT GIRLING IV
CO-OWNER/MANAGER
OPEN ACRES RANCH, LP
650 CR 468, ELGIN, TX 78621

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT GIRLING IV, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19 DAY OF August, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 6/17/2026

MELISSA GLOWACKI
Notary Public, State of Texas
Comm. Expires 06-17-2026
Notary ID 128303067

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

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TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19 DAY OF August, 2024

RENEE GIRLING
CO-OWNER/ MANAGER
OPEN ACRES RANCH, LP
650 CR 468, ELGIN, TX 78621

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RENEE GIRLING, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19 DAY OF August, 2024

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 6/17/2026

MELISSA GLOWACKI
Notary Public, State of Texas
Comm. Expires 06-17-2026
Notary ID 128303067

LIEN HOLDER

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I DUSTY KADLECEK, AUTHORIZED PERSON AT **FIRST NATIONAL BANK OF BASTROP**, LIEN HOLDER OF THE CERTAIN 41.692 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. **2008074425** OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION, OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE COUNTY OF WILLIAMSON TEXAS MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS **LODGES AT OPEN ACRES RANCH**.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19 DAY OF August, 2022.

DUSTY KADLECEK
FIRST NATIONAL BANK
1312 HIGHWAY 290
ELGIN TEXAS 78621

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED DUSTY KADLECEK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF August 19, 2022 .

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 6/17/2026

MELISSA GLOWACKI
Notary Public, State of Texas
Comm. Expires 06-17-2026
Notary ID 128303067

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

FREDDY GOLA, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2021075697 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS LODGES AT OPEN ACRES RANCH.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19 DAY OF August, 2024

FREDDY GOLA
OWNER
1300 WILLOW BROOKS TRAIL TAYLOR, TX 76574

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT GIRLING IV, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19 DAY OF August, 2024

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 6/17/2026

MELISSA GLOWACKI
Notary Public, State of Texas
Comm. Expires 06-17-2026
Notary ID 128303067

41.692 ACRES

THESE NOTES DESCRIBE THAT CERTAIN TRACT OF LAND SITUATED IN THE THOMAS A. GRAVES SURVEY, A-252 LOCATED IN WILLIAMSON COUNTY, TEXAS; SUBJECT TRACT BEING A PART OF AND OUT OF THE RESIDUAL PORTION OF A CALLED "203.15 ACRES" CONVEYED IN A CORRECTION WARRANTY DEED FROM OPEN ACRES RANCH MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, TO OPEN ACRES RANCH, LP, A TEXAS LIMITED PARTNERSHIP DATED 09-18-2008 AS RECORDED IN DOCUMENT NO. 2008074425 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (OPRWC), ALL OF A CALLED "20.876 ACRES" CONVEYED TO FREDDY GOLA DATED 05-19-2021 AS RECORDED IN DOCUMENT NO. 2021075697, OPRWC AND THE REMAINDER OF A CALLED "31.31 ACRES" CONVEYED IN A WARRANTY DEED WITH VENDORS LIEN FROM OPEN ACRES RANCH, LP, A TEXAS LIMITED PARTNERSHIP TO IGES INVESTMENTS DATED 10-21-2016 AS RECORDED IN DOCUMENT NO. 2016099501, OPRWC, BEING SURVEYED ON THE GROUND UNDER THE DIRECT SUPERVISION OF BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249, DURING THE MONTH OF SEPTEMBER, 2020 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND ½"IRON ROD (NORTH = 10,132, 052.17 FEET, EAST = 3,246,854.68 FEET) IN THE SOUTH LINE OF WILLIAMSON COUNTY ROAD NO. 484, SAME BEING THE NORTHWEST CORNER OF SAID "31.31 ACRES" AND THE NORTHEAST CORNER OF A CALLED "6.81 ACRES" CONVEYED IN A GENERAL WARRANTY DEED FROM LESLIE D. ATHERTON AND ISABEL MATA TO MARY ELLEN BAXTER-BREEN DATED 06-08-2020 AS RECORDED IN DOCUMENT NO. 2020060899, OPRWC;

THENCE WITH THE NORTH LINE OF SAID "31.31 ACRES" AND SAID SOUTH LINE OF WILLIAMSON COUNTY ROAD NO. 484 AS FOLLOWS:

- SOUTH 66°40' 18"EAST 63.74 FEET TO A FOUND ½"IRON ROD,
- SOUTH 68°02' 48"EAST 398.25 FEET TO A FOUND ½"IRON ROD AND
- SOUTH 68°10' 08"EAST 729.18 FEET TO A FOUND ½"IRON ROD AT THE NORTHEAST CORNER OF SAID "31.31 ACRES", SAME BEING THE NORTHWEST CORNER OF A CALLED "2.634 ACRES" CONVEYED IN A GENERAL WARRANTY DEED FROM EARL G. CLEVELAND, ET UX TO KATHY HOLLAND DATED 03-17-2000 AS RECORDED IN DOCUMENT NO. 2000017011, OPRWC;

THENCE SOUTH 38°51' 42"WEST WITH THE COMMON LINE OF SAID "31.31 ACRES" AND "2.634 ACRES", GENERALLY ALONG A WIRE GAME FENCE, A DISTANCE OF 385.57 FEET TO A SET ½"IRON ROD (CAPPED BTS) AT THE SOUTHWEST CORNER OF SAID "2.634 ACRES", SAME BEING THE UPPER NORTHWEST CORNER OF AFOREMENTIONED "203.15 ACRES";

THENCE SOUTH 66°34' 38"EAST WITH THE COMMON LINE OF SAID "2.634 ACRES" AND "203.15 ACRES", PASSING A FOUND ½"IRON ROD AT THE SOUTHEAST CORNER OF SAID "2.634 ACRES" AT A DISTANCE OF 245.00 FEET, SAME BEING THE SOUTHWEST CORNER OF A CALLED "2.634 ACRES" CONVEYED IN A GENERAL WARRANTY DEED FROM MICHEL EARL CLEVELAND TO JOYCE BOWEN DATED 3-17-2000 AS RECORDED IN DOCUMENT NO. 2000021432, OPRWC, AND CONTINUING WITH THE COMMON LINE OF SAID "203.15 ACRES" AND "BOWEN 2.634 ACRES" AN ADDITIONAL 11.67 FEET FOR A TOTAL DISTANCE OF 256.67 FEET TO A SET ½"IRON ROD (CAPPED BTS) AT AN EXTERIOR CORNER OF SUBJECT TRACT AT AN EXTERIOR CORNER OF SUBJECT TRACT, SAME BEING THE NORTHERMOST CORNER OF A CALLED "0.500 ACRE" TRACT AS RECORDED IN DOCUMENT NO. 2022024078, OPRWC; FOUND A ½"IRON ROD AT THE NORTHWEST CORNER OF A CALLED "0.498 ACRE" CONVEYED IN A DEED FROM J. R. JORDAN, ET UX, TO MANVILLE WATER SUPPLY CORPORATION DATED 8-2-1972 AS RECORDED IN VOLUME 557, PAGE 97 OF THE DEED RECORDS OF WILLIAMSON COUNTY (DRWC) BEARING SOUTH 66°34' 38"EAST A DISTANCE OF 150.36 FEET;; FOUND A ½"IRON ROD AT THE NORTHWEST CORNER OF A CALLED "0.498 ACRE" CONVEYED IN A DEED FROM J. R. JORDAN, ET UX, TO MANVILLE WATER SUPPLY CORPORATION DATED 8-2-1972 AS RECORDED IN VOLUME 557, PAGE 97 OF THE DEED RECORDS OF WILLIAMSON COUNTY (DRWC) BEARING SOUTH 66°34' 38"EAST A DISTANCE OF 150.36 FEET;

THENCE, WITH THE WEST AND SOUTH LINES OF SAID "0.500 ACRE" TRACT, THE FOLLOWING TWO CALLS:

- SOUTH 36°55' 30"WEST 148.95 FEET TO A SET ½"IRON ROD (CAPPED BTS) AT AN INTERIOR CORNER OF SUBJECT TRACT AND
- SOUTH 66°10' 27"EAST 150.00 FEET TO A FOUND ½"IRON ROD AT THE SOUTHWEST CORNER OF SAID "0.498 ACRE", SAME BEING A CORNER OF SAID "203.15 ACRES" AND THE SOUTHERNMOST CORNER OF SAID "0.500 ACRES";

THENCE SOUTH 66°11' 59"EAST WITH THE SOUTH LINE OF SAID "0.498 ACRE" TRACT A DISTANCE OF 149.99 FEET TO A FOUND ½"IRON ROD AT THE SOUTHEAST CORNER OF SAME IN THE WEST LINE OF WILLIAMSON COUNTY ROAD NO. 468, SAME BEING THE NORTHEAST CORNER OF SAID "203.15 ACRES"; FOUND A ½"IRON ROD AT THE NORTHEAST CORNER OF SAID "0.498 ACRE" TRACT, SAME BEING THE SOUTHEAST CORNER OF AFOREMENTIONED "BOWEN 2.634 ACRES", BEARING NORTH 36°49' 26"EAST A DISTANCE OF 152.02 FEET;

THENCE SOUTH 38°16' 28"WEST WITH THE COMMON LINE OF SAID "203.15 ACRES" AND WILLIAMSON COUNTY ROAD NO. 468 A DISTANCE OF 1127.11 FEET TO A SET ½"IRON ROD (CAPPED BTS) AT THE SOUTHEAST CORNER OF SUBJECT TRACT; FOUND A STEEL "T"-POST AT AN INTERIOR CORNER OF SAID "203.15 ACRES" BEARING SOUTH 38°16' 28"WEST A DISTANCE OF 80.42 FEET;

THENCE NORTH 55°58' 50"WEST, OVER AND ACROSS SAID "203.15 ACRES", A DISTANCE OF 555.68 FEET TO A ½"IRON ROD FOUND AT THE SOUTHWEST CORNER OF A CALLED "20.876 ACRES" AS CONVEYED IN A GENERAL WARRANTY DEED FROM IGES INVESTMENTS, LP TO FREDDY GOLA DATED 05-19-2021 AS RECORDED IN DOCUMENT NO. 2021075697, OPRWC;

THENCE NORTH 55°48' 25"WEST WITH THE WEST LINE OF SAID "20.876 ACRES", SAME BEING AN INTERIOR LINE OF SAID "203.15 ACRES", GENERALLY ALONG A WIRE GAME FENCE, A DISTANCE OF 478.40 FEET TO A FOUND ½"IRON ROD AT AN EXTERIOR CORNER OF SAID "203.15 ACRES", SAME BEING THE WESTERNMOST NORTHWEST CORNER OF SAID "20.876 ACRES", SAME BEING AN EXTERIOR CORNER OF A CALLED "142.906 ACRES" CONVEYED IN A GENERAL WARRANTY DEED FROM OPEN ACRES RANCH, LP, TO CIEGEN EIGHT POINT RANCH DATED 10-15-2021 AS RECORDED IN DOCUMENT NO. 2021158926, OPRWC;

THENCE NORTH 18°29' 16"EAST WITH THE WESTERNMOST NORTH LINE OF SAID "20.876 ACRES", SAME BEING AN EXTERIOR LINE OF SAID "142.906 ACRES", GENERALLY ALONG A WIRE GAME FENCE, A DISTANCE OF 543.35 FEET TO A SET ½"IRON ROD (CAPPED BTS) AT AN INTERIOR CORNER OF SAID "31.31 ACRES", SAME BEING AN EXTERIOR CORNER OF SAID "142.906 ACRES;

THENCE NORTH 50°13' 44"WEST WITH A COMMON LINE OF SAID "20.876 ACRES" AND "142.906 ACRES" A DISTANCE OF 169.13 FEET TO A TO A SET ½"IRON ROD (CAPPED BTS) AT AN EXTERIOR CORNER OF SAID "31.31 ACRES", SAME BEING AN INTERIOR CORNER OF SAID "142.906 ACRES;

THENCE NORTH 21°06' 58"EAST WITH A COMMON LINE OF SAID "20.876 ACRES" AND "142.906 ACRES" A DISTANCE OF A DISTANCE OF 797.64 FEET TO THE PLACE OF BEGINNING, CONTAINING ACCORDING TO THE DIMENSIONS HEREIN STATED, AN AREA OF 41.692 ACRES.

SURVEYOR'S NOTE: BEARINGS SHOWN HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83/93 DATUM BASED ON ALLTERRA VIRTUAL REFERENCE NETWORK AND ARE GRID VALUES; TO CONVERT TO SURFACE VALUES PLEASE DIVIDE BY A COMBINED SCALE FACTOR OF 0.999932041612.

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

I, BRUCE L. BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE WILLIAMSON COUNTY REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 19th DAY OF August, 2024

BRUCE L. BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4249
STATE OF TEXAS

08-19-2024
DATE

STATE OF TEXAS
REGISTERED
BRUCE LANE BRYAN
4249
PROFESSIONAL
LAND SURVEYOR

BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FIRM No. 10128500
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: JC	CHECKED BY: BB
SCALE: 1" = 1"=100'	APPROVED BY: BB
PROJECT NO. 20-411	DATE: MAY 28, 2024

PLAT NOTES

1. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
2. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF- WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
3. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
4. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
5. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
6. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
7. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CANBE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITY ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
8. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
9. ALL STRUCTURES/OBSTRUCTIONS SRE PROHIBITED WITHIN DRAINAGE EASEMENTS.

FINAL PLAT
LODGES AT OPEN ACRES RANCH
41.692 ACRE TRACT OUT OF THE
THOMAS A. GRAVES SURVEY ABSTRACT NO. 252
WILLIAMSON COUNTY, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 21 DAY OF August, 2024, A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20___ A.D., AT _____O'CLOCK, ____.M., AND DULY RECORDED THIS THE DAY OF _____, 20____ A.D., AT ____O'CLOCK, ____.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

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

I, TERRY HAGOOD, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0725F, EFFECTIVE DATE 12-20-2019.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 19th DAY OF AUGUST, 2024.

TERRY HAGOOD 8/19/2024
REGISTERED PROFESSIONAL ENGINEER, NO. 52960 DATE
STATE OF TEXAS

STATE OF TEXAS
TERRY R. HAGOOD
52960
REGISTERED
PROFESSIONAL ENGINEER

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THE CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Adam Boatwright 08/22/2024
ADAM BOATWRIGHT, P.E. DATE
WILLIAMSON COUNTY ENGINEER

BTS
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FIRM No. 10128500
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: JC	CHECKED BY: BB
SCALE: 1" = 1"=100'	APPROVED BY: BB
PROJECT NO. 20-411	DATE: MAY 28, 2024

Commissioners Court - Regular Session **24.**

Meeting Date: 08/27/2024

Replat of Cool Water Phase 1 Lot 1 Block MM 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 for the replat of Cool Water Phase 1, Lot 1, Block MM subdivision – Precinct 4.

Background

This is a replat of Cool Water Phase 1, Lot 1, Block MM. It consists of 1 lot and 100 feet of new public roads. Roadway and drainage construction is complete. The purpose of this replat is to combine 2 existing lots into 1 lot.

Timeline

2023-10-23 – initial submittal of the replat
2023-11-22 – 1st review complete with comments
2023-12-01 – 2nd submittal of replat
2023-12-15 – 2nd review complete with comments clear
2024-07-18 – 3rd submittal of replat
2024-07-31 – 3rd review complete and comments clear
2024-08-16 – replat received with signatures
2024-08-22 – replat placed on the August 27, 2024 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

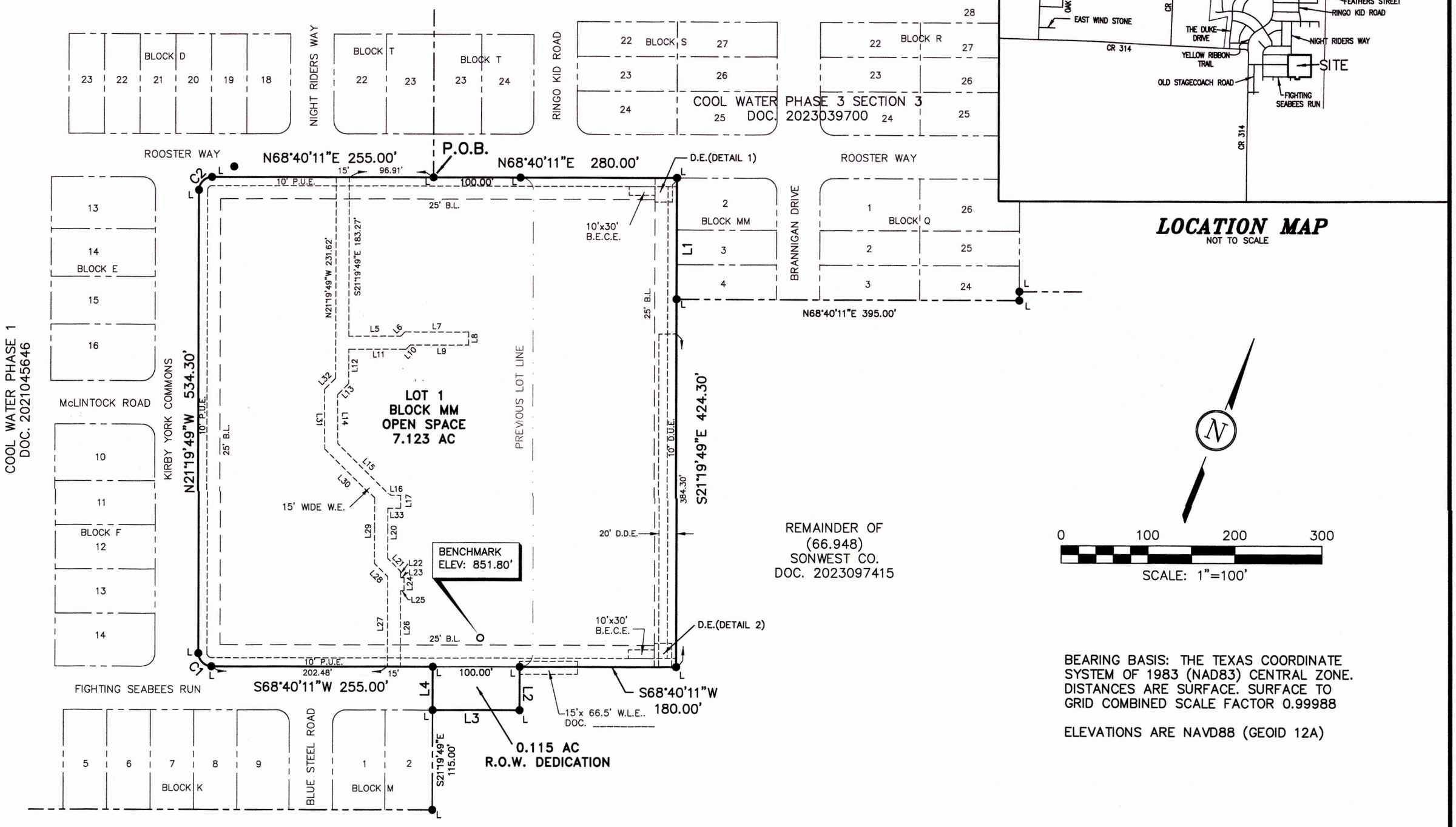
Attachments

replat - Cool Water Ph 1 Lot 1 Blk MM

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 11:54 AM
Form Started By: Adam Boatright		Started On: 08/22/2024 11:48 AM
Final Approval Date: 08/22/2024		

REPLAT OF
LOT 1, BLOCK MM
COOL WATER PHASE 1



LOCATION MAP
NOT TO SCALE

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) CENTRAL ZONE. DISTANCES ARE SURFACE. SURFACE TO GRID COMBINED SCALE FACTOR 0.99988

ELEVATIONS ARE NAVD88 (GEOID 12A)

STREET DATA						
STREET	LENGTH	R.O.W. WIDTH	PVMT. WIDTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
FIGHTING SEABEES RUN	100 LF	50'	30' LOG – LOG	25 MPH	PUBLIC	LOCAL

LEGEND

- L ● 1/2"STEEL PIN FOUND W/CAP MARKED 'LENZ & ASSOC.'
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- B.L. BUILDING LINE
- B.E.C.E. BARTLETT ELECRTIC COOP. EASEMENT
- D.U.E. DISTRICT UTILITY EASEMENT
- W.L.E. WATERLINE EASEMENT
- D.E. DRAINAGE EASEMENT
- D.D.E. DIVERSION DIKE EASEMENT

LEGAL DESCRIPTION:
7.238 ACRES OUT OF THE W. BRYAN SURVEY, ABSTRACT NO. A–108, WILLIAMSON COUNTY, TEXAS

OWNER:
SONWEST CO.
3939 BEE CAVE ROAD, SUITE C–100
AUSTIN, TEXAS 78746

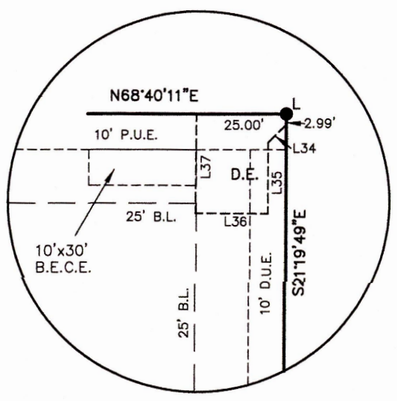
OWNER:
COOL WATER MUNICIPAL UTILITY DISTRICT
100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701

ENGINEER:
MICHAEL S. FISHER, P.E.
PAPE–DAWSON CONSULTING ENGINEERS, LLC
FIRM No. 470
10801 NORTH MOPAC EXPRESSWAY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759
PH: (512) 454–8711

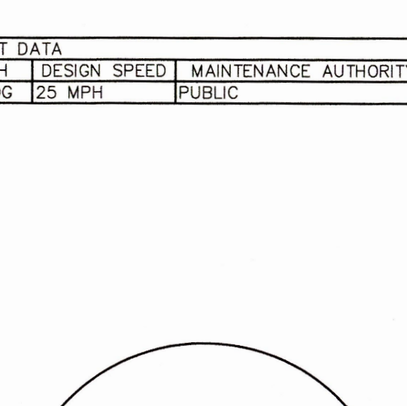
SURVEYOR:
TIMOTHY A. LENZ, R.P.L.S.
SINCLAIR LAND SURVEYING, INC.
FIRM NO. 10089000
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
PH: (512) 443–1174

SITE BENCHMARK – STEEL PIN SET W/CAP MARKED LENZ & ASSOC CONTROL, 33' NORTH OF SOUTH LINE LOT 1, BLOCK MM & 225' WEST OF EAST LINE LOT 1, BLOCK MM.
ELEV. 851.80'

ELEVATIONS (NAVD88, GEOID 12A)



DETAIL 1 – 1"=40'



DETAIL 2 – 1"=40'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S21°19'49"E	140.00'
L2	S21°19'50"E	50.00'
L3	S68°40'11"W	100.00'
L4	N21°19'49"W	50.00'
L5	N68°40'11"E	59.43'
L6	N24°08'42"E	7.13'
L7	N68°40'11"E	73.64'
L8	S21°19'49"E	15.00'
L9	S68°40'11"W	67.50'
L10	S24°08'42"W	7.13'
L11	S68°40'56"W	65.57'
L12	S21°19'49"E	39.57'
L13	S23°36'29"W	18.06'
L14	S21°38'34"E	56.42'
L15	S66°24'09"E	84.66'
L16	N68°40'11"E	11.59'
L17	S21°19'49"E	15.00'
L20	S21°19'49"E	57.67'
L21	S66°19'49"E	21.43'
L22	S21°19'49"E	7.15'
L23	N68°40'11"E	4.07'
L24	S21°19'49"E	15.00'
L25	S68°40'11"W	4.07'
L26	S21°19'49"E	87.50'
L27	N21°19'49"W	103.44'
L28	N66°19'49"W	21.43'
L29	N21°19'49"W	75.91'
L30	N66°24'09"W	80.01'
L31	N21°38'34"W	68.85'
L32	N23°36'29"E	18.11'
L33	S68°40'11"W	14.84'
L34	S23°40'11"W	7.07'
L35	S21°19'49"E	19.93'
L36	S69°06'39"W	20.22'
L37	N20°53'04"W	27.77'

LOT SUMMARY:

OPEN SPACE LOTS – 1

BUILDING SETBACKS:

FRONT STREET	25'
SIDE STREET	25'
REAR	25'
SIDE	25'

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	90°00'00"	15.00'	23.56'	N66°19'49"W	21.21'
C2	90°00'00"	15.00'	23.56'	N23°40'11"E	21.21'

SUBMITTAL DATE: JUNE 1, 2023

SINCLAIR LAND SURVEYING, INC.
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
512–443–1174
TBPELS FIRM No. 10089000

JOB NUMBER: 202400668

REPLAT OF
LOT 1, BLOCK MM
COOL WATER PHASE 1

7.238 ACRES
W. BRYAN SURVEY, A-108
WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 7.238 ACRES OF LAND OUT OF THE W. BRYAN SURVEY, ABSTRACT NUMBER 108, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 66.948 ACRE TRACT DESCRIBED IN A DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2023097415, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALONG WITH ALL OF LOT 1, BLOCK MM OF COOL WATER PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2021045646, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SAID LOT 1, BLOCK MM ALONG WITH A PORTION OF THE SAID 66.948 ACRE TRACT COMPRISING THAT CERTAIN 7.123 ACRE TRACT CONVEYED TO COOL WATER MUNICIPAL UTILITY DISTRICT BY DEED RECORDED IN DOCUMENT NUMBER 2024060871, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 7.238 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEARINGS CITED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE.

BEGINNING AT A ½ INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED LENZ & ASSOC. ON THE NORTH LINE OF THE SAID LOT 1, AT THE SOUTHEAST CORNER OF ROOSTER WAY, AS DEDICATED BY THE PLAT OF SAID COOL WATER PHASE 1, THE SAME BEING THE SOUTHWEST CORNER OF ROOSTER WAY, AS DEDICATED BY THE PLAT OF COOL WATER PHASE 3 SECTION 3, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2023039700 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, N 68°40'11" E, ALONG A COMMON LINE OF THE SAID LOT 1, BLOCK MM AND THE SAID COOL WATER PHASE 3 SECTION 3 SUBDIVISION, AT 100.00 FEET, PASSING A ½ INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED LENZ & ASSOC. AT A POINT OF CURVATURE OF THE SAID LOT 1, BLOCK MM, THEN ALONG A COMMON LINE OF THE SAID COOL WATER PHASE 3 SECTION 3 SUBDIVISION AND THE SAID 66.948 ACRE TRACT, FOR A TOTAL DISTANCE OF 280.00 FEET TO A ½ INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED LENZ & ASSOC. AT THE NORTHWEST CORNER LOT 2, BLOCK MM OF THE SAID COOL WATER PHASE 3 SECTION 3 SUBDIVISION, THE SAME BEING AN EXTERIOR CORNER OF THE SAID 66.948 ACRE SONWEST CO. TRACT AND NORTHEAST CORNER OF THE SAID 7.123 ACRE COOL WATER MUNICIPAL UTILITY DISTRICT TRACT;

THENCE, S 21°19'49" E, 140.00 FEET, TO A ½ INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED LENZ & ASSOC. AT THE SOUTHWEST CORNER LOT 4, BLOCK 2 OF THE SAID COOL WATER PHASE 3 SECTION 3 SUBDIVISION , THE SAME BEING AN INTERIOR CORNER OF THE SAID 66.948 SONWEST CO. TRACT;

THENCE, TRAVERSING THE INTERIOR OF THE SAID 66.948 SONWEST CO. TRACT THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) S 21°19'49" E, 424.30 FEET, TO A ½ INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED LENZ & ASSOC. AT THE SOUTHEAST CORNER OF THE SAID 7.123 ACRE COOL WATER MUNICIPAL UTILTY DISTRICT TRACT;

2) S 68°40'11" W, 180.00 FEET, TO A ½ INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED LENZ & ASSOC. ON THE SOUTH LINE OF THE SAID LOT 1, BLOCK MM, AT A POINT OF CURVATURE OF THE SAID LOT 1;

3) S 21°19'49" E, 50.00 FEET, TO A ½ INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED LENZ & ASSOC;

4) S 68°40'11" W, 100.00 FEET, TO A ½ INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED LENZ & ASSC. AT THE SOUTHEAST CORNER OF FIGHTING SEABEES RUN, AS DEDICATED BY THE PLAT OF SAID COOL WATER PHASE 1, AT THE NORTHEAST CORNER OF LOT 2, BLOCK M, OF THE SAID COOL WATER PHASE 1;

THENCE, N 21°19'49" W, 50.00 FEET, TO A ½ INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED LENZ & ASSOC. AT THE NORTHEAST CORNER OF THE SAID FIGHTING SEABEES RUN, ON THE SOUTH LINE OF THE SAID LOT 1, BLOCK MM;

THENCE, S 68°40'11" W, 255.00 FEET, ALONG THE SOUTH LINE OF THE SAID LOT 1, BLOCK MM, TO A ½ INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED LENZ & ASSOC. AT A POINT OF CURVATURE OF THE SAID LOT 1, BLOCK MM;

THENCE, WITH A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, AN ARC OF 23.56 FEET AND A CHORD BEARING AND DISTANCE OF N 66°19'49" W, 21.21 FEET TO A ½ INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED LENZ & ASSOC. ON THE EAST LINE OF KIRBY YORK COMMONS, THE SAME BEING THE WEST LINE OF THE SAID LOT 1, BLOCK MM;

THENCE, N 21°19'49" W, 534.30 FEET, ALONG THE WEST LINE OF THE SAID LOT 1, BLOCK MM, TO A ½ INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED LENZ & ASSOC. AT A POINT OF CURVATURE OF THE SAID LOT 1, BLOCK MM;

THENCE, WITH A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, AN ARC OF 23.56 FEET AND A CHORD BEARING AND DISTANCE OF N 23°40'11" E, 21.21 FEET TO A ½ INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED LENZ & ASOC. ON THE SOUTH LINE OF ROOSTER WAY, THE SAME BEING THE NORTH LINE OF THE SAID LOT 1, BLOCK MM;

THENCE, N 68°40'11" E, 255.00 FEET, ALONG THE NORTH LINE OF THE SAID LOT 1, BLOCK MM, TO THE PLACE OF BEGINNING, CONTAINING 7.238 ACRES OF LAND, MORE OR LESS.

NOTES:

1) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES

2) A 10' WIDE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.

3) PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES

4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.

5) THIS SUBDIVISION IS NOT LOCATED WITHIN THE EDWARDS AQUIFER.

6) MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

7) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.

8) BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.

9) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

11) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

12) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

13) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.

14) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.

15) ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.

16) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.

17) DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 314 OR FUTURE ARTERIAL ROADWAYS.

18) IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE OWNED AND MAINTAINED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.

19) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

20) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR COOL WATER DEVELOPMENT AREA AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

21) IMPROVEMENTS WITHIN THE COUNTY RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS IS PROHIBITED WITHOUT AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

22) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTLITIES.

23) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF ½ INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

24) THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

25) A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

26) NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF ADJACENT STREETS.

27) ANY OWNER/BUILDER THAT INSTALLS A SIDEWALK MUST INSTALL RAMPS TO A.D.A. COMPLIANCE.

27) USE OF PUBLIC UTILITY EASEMENTS BY FRANCHISE UTILITIES SHALL BE APPROVED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT OR THE HOMEOWNER'S ASSOCIATION.

SINCLAIR LAND SURVEYING, INC.
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
512-443-1174
TBPELS FIRM No. 10089000

JOB NUMBER: 202400668

REPLAT OF
LOT 1, BLOCK MM
COOL WATER PHASE 1

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT SONWEST CO., ACTING BY AND THROUGH ANDY BILGER, VICE PRESIDENT, SOLE OWNER OF A 0.115 ACRE PORTION OF THAT CERTAIN 66.948 ACRE TRACT OF LAND OUT OF THE W. BRYAN SURVEY, ABSTRACT NO. 108, WILLIAMSON COUNTY, TEXAS AS DESCRIBED IN A DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2023097415, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALONG WITH COOL WATER MUNICIPAL UTILITY DISTRICT, ACTING BY AND THROUGH KIERAN SINGH, PRESIDENT, OWNER OF 7.123 ACRES OF LAND, BEING ALL OF LOT 1, BLOCK MM, COOL WATER PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2021045646, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS ALONG WITH A PORTION OF THE SAID 66.948 ACRE TRACT, THE SAID 7.123 ACRES BEING DESCRIBED IN A DEED TO COOL WATER MUNICIPAL UTILITY DISTRICT BY DEED RECORDED IN DOCUMENT NUMBER 2024060871, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, AND DO HEREBY SUBDIVIDE THE PORTION OF THE SAID TRACTS AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "REPLAT OF LOT 1, BLOCK MM, COOL WATER PHASE 1"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 13 DAY OF August, 2024.

SONWEST CO.
BY: ANDY BILGER
3939 BEE CAVE ROAD, SUITE C-100
AUSTIN, TEXAS 78746

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 13th DAY OF AUGUST, 2024 A.D. BY ANDY BILGER ACTING IN THE CAPACITY HEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 7/27/2026

GEMMA MATHERNE
My Notary ID # 133879249
Expires July 27, 2026

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 14th DAY OF August, 2024.

COOL WATER MUNICIPAL UTILITY DISTRICT
BY: KIERAN SINGH, PRESIDENT
100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 14TH DAY OF August, 2024 A.D. BY KIERAN SINGH ACTING IN THE CAPACITY HEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 4-30-2025

THOMAS SLOWBE
Notary ID #126767079
My Commission Expires
April 30, 2025

SURVEYOR'S CERTIFICATE

I, TIMOTHY A LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

8-6-2024

TIMOTHY A. LENZ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393
SINCLAIR LAND SURVEYING, INC.
FIRM NO. 10089000
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744

STATE OF TEXAS
REGISTERED
TIMOTHY A. LENZ
4393
PROFESSIONAL
LAND SURVEYOR

I, MICHAEL S. FISHER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150F DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

8/14/24

MICHAEL S. FISHER, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER NO. 87704
PAPE-DAWSON CONSULTING ENGINEERS, LLC.
FIRM No. 470
10801 NORTH MOPAC EXPRESSWAY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759

STATE OF TEXAS
MICHAEL S. FISHER
87704
LICENSED
PROFESSIONAL ENGINEER

8/14/24

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED
THIS THE 16th DAY OF August, 2024, A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESS COORDINATOR

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPOSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

I, BILL GRAVELL Jr., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL Jr. DATE
COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY E. RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____, 20__, A.D. AT ___ O'CLOCK ___.M. AND DULY RECORDED THIS THE ___ DAY OF _____, 20__, A.D.,
AT ____ O'CLOCK __.M., IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER _____.

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

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY _____ DEPUTY

SINCLAIR LAND SURVEYING, INC.
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
512-443-1174
TBPELS FIRM No. 10089000

JOB NUMBER: 202400668

Commissioners Court - Regular Session **25.**

Meeting Date: 08/27/2024

Final plat for the Schwertner Phase 4 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 final plat for the Schwertner Phase 4 subdivision – Precinct 4.

Background

This is the first section of the Schwertner Phase 4-6 development. It consists of 95 single family lots, 2 open space tracts, and 3,055 linear feet of new roads. Roadway and drainage construction are not yet complete but a financial security in the amount of $339,348.00 has been posted with the County to cover the cost of the remaining construction.

Timeline

2024-03-06 – initial submittal of the final plat
2024-04-05 – 1st review complete with comments
2024-04-19 – 2nd submittal of final plat
2024-05-03 – 2nd review complete with comments
2024-05-08 – 3rd submittal of final plat
2024-05-23 – 3rd review complete with comments
2024-08-14 – 4th submittal of final plat
2024-08-14 – receipt of financial security for the remaining construction
2024-08-20 – final plat received with signatures
2024-08-21 – 4th review complete with comments clear
2024-08-22 – final plat placed on the August 27, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Schwertner Ranch Ph 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 12:04 PM
Form Started By: Adam Boatright		Started On: 08/22/2024 11:53 AM
Final Approval Date: 08/22/2024		

CALLED 22.23 ACRES
BRADSHAW, TROY
DOC. #2022085556
PARCEL ID # R011543
DATED 7/12/2022

REMAINDER OF WBW SINGLE LAND
INVESTMENT, LLC - SERIES 111
DOC. #2019092046
SEP. 2019

R.O.W. EASEMENT
TEXAS POWER & LIGHT COMPANY
VOL. 291, PG. 160 FEB. 1938 (To Be Abandoned)

CALLED 23.35 ACRES
JARRELL RR PROPERTIES, LLC
DOC. #2021071994
PARCEL ID #R012415
DATED 05/11/2021

CALLED 24.76 ACRES
JARRELL RR PROPERTIES, LLC
DOC. #2021071994
PARCEL ID #R319166
DATED 5/11/2021

CALLED 28.84 ACRES
GEORGE D. SYBERT
PARCEL ID # R011234
DATED 12/9/1995

CALLED 51.16 ACRE TRACT
DANEK, GREGORY TRUSTEE OF DANEK
FAM TRUST & DOLLY G DANEK
DOC. #2023102532
PARCEL ID # R497729
DATED 12/14/2023

R.O.W. EASEMENT
TEXAS POWER
& LIGHT COMPANY
VOL 291, PG 160
FEB. 1938

TRACT A
3.95 AC

TRACT B
20.45 AC

PROPOSED
DETENTION
~5.70 ACRES

MCNAMARA COURT
50' ROW

WYATT WAY
50' ROW

DAGNEY COURT
50' ROW

TAGGART TRAIL
50' ROW

HAMMOND COURT
50' ROW

DAGNEY COURT
50' ROW

15' UNERGROUND UTILITY
EASEMENT HEREBY
DEDICATED

15' UNERGROUND UTILITY
EASEMENT HEREBY
DEDICATED

10' UTILITY EASEMENT
DOC. #2020088528

20' UTILITY EASEMENT
CITY OF JARRELL, TEXAS
DOC. #2008066336
AUG. 2008

20' UTILITY EASEMENT
CITY OF JARRELL, TEXAS
DOC. #2009050093
JULY 2009

LOCATION OF 100-YR FLOODPLAIN BASED ON
REPORT TITLED "3rd REVISED FLOODPLAIN AND
CULVERT ANALYSIS, SCHWERTNER RANCH PHASE III",
DATED MAY 5, 2021, BY YALGO LLC.

LOCATION OF FEMA SPECIAL
FLOOD HAZARD AREA ZONE "A",
BASED ON FEMA FIRM
#48491C0150F,
DATED DECEMBER 20, 2019.

SCHWERTNER RANCH PHASE II
DOC. #2021009522
DATED JANUARY 20, 2021

TRACT G - 3.19 ACRES

SCHWERTNER RANCH PHASE III
DOC.#

GRAPHIC SCALE
0 100' 200' 300'
0 1" 2" 3"
IN FEET

FINAL PLAT
SCHWERTNER RANCH PHASE IV
BEING PART OF THE G. Schneider Survey, Abstract No. 580
WILLIAMSON COUNTY, TEXAS

PRINTED ON May 6, 2024

REV.	DESCRIPTION	DATE	BY
3	FINAL PLAT 2ND COMMENT RESPONSE	5/7/2024	JML
2	FINAL PLAT COMMENT RESPONSE	4/9/2024	JML
1	ORIGINAL RELEASE	11/29/2022	JAJ

PROJECT NUMBER: SW04	CLIENT NAME:
CHECKED BY: JAJ	WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128
APPROVED BY: KAC	CLIENT LOCATION: GEORGETOWN, TX
AUTHORIZED BY: WBW	

PROJECT INFORMATION
TOTAL SIZE: 44.58 ACRES
TOTAL BLOCKS: 2
TOTAL LOTS: 95
TOTAL TRACTS: 2

BENCHMARK
Cotton spindle set in the north margin of County Road 313 - bearing N 21°06'47" E, 3151.64 feet from the most southerly corner of this tract:

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

OWNER INFORMATION
WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128
109 W 2nd STREET, SUITE 201
GEORGETOWN, TX 78626
254-953-5353

ENGINEER INFORMATION
KEITH A. CALDWELL
P.E. NO. 101956
YALGO ENGINEERING
109 W 2nd STREET SUITE 201
GEORGETOWN, TX 78626

SURVEYOR INFORMATION
COREY SHANNON
R.P.L.S. NO. 5967
YALGO ENGINEERING
109 W 2nd STREET SUITE 201
GEORGETOWN, TX 78626

Yalgo Engineering, LLC
109 W 2nd Street Ste. 201
Georgetown, TX 78626
PH (254) 953-5353
FX (254) 953-5057

Texas Registered Engineering
Firm F-24040

Texas Registered
Surveying Firm # 10194797

SHEET
1
OF
3

FINAL PLAT
SCHWERTNER RANCH PHASE IV
BEING PART OF THE G. Schneider Survey, Abstract No. 580
WILLIAMSON COUNTY, TEXAS

FIELD NOTES

BEING 44.58 acres of land situated in the G. SCHNEIDER SURVEY, Abstract No. 579, and being part of the remainder of a called 230.22 acre tract of land as described by a deed to WBW SINGLE LAND INVESTMENT, LLC – SERIES 128, recorded in Document No. 2023106418, OPRWC (Official Public Records of Williamson County, Texas), and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod marking the northwest corner of a called 24.234 acre tract described in a deed to Troy Bradshaw and Greg Fritsch and recorded in Document No. 2021176730, OPRWC common to an interior corner of said 230.22 acre tract;

THENCE, along the common line of said 24.234 acre tract and said 230.22 acre tract the following three (3) courses:

1. South 21°53'53" East, 470.07 feet to a found 1/2" iron rod with cap for angle point;
2. South 23°43'30" East, 158.49 feet to a found 1/2" iron rod for angle point;
3. South 22°24'20" East, 121.11 feet to a found 1/2" iron rod with cap for the most easterly northeast corner of Schwertner Ranch Phase II as shown on map recorded in Document No. 2021009522, OPRWC;

THENCE, North 74°40'19" West, along the northeast line of said Schwertner Ranch Phase II, 786.42 feet to a found 1/2" iron rod with cap marking the most northerly corner of said Schwertner Ranch Phase II;

THENCE, South 80°04'23" West, along the northwest line of said Schwertner Ranch Phase II, 109.75 feet to a found 1/2" iron rod with cap for corner;

THENCE, over and across said 230.22 acre tract the following three (3) courses:

1. North 55°18'33" West, 1067.72 feet to a found 1/2" iron rod with cap for corner;
2. North 62°28'08" West, 163.59 feet to a found 1/2" iron rod with cap for corner;
3. North 15°36'42" West, 594.90 feet to a found 1/2" iron rod with cap for corner in the north line of said 230.22 acre tract common to the south line of a called 51.16 acre tract described in a deed to Emil J. and Dolly G. Danek and recorded in Document No. 2008048422, OPRWC;

THENCE, North 68°53'20" East, along the common line of said 230.22 acre tract and said 51.16 acre tract, 162.56 feet to a found wagon axle marking the southeast corner of a called 28.84 acre tract described in a deed to George D. Sybert and recorded in Volume 2640, Page 679, DRWC (Deed Records of Williamson County) common to the southwest corner of a called 48.605 acre tract described in a deed to Jarrell RR Properties, LLC and recorded in Document No. 2021071994, OPRWC;

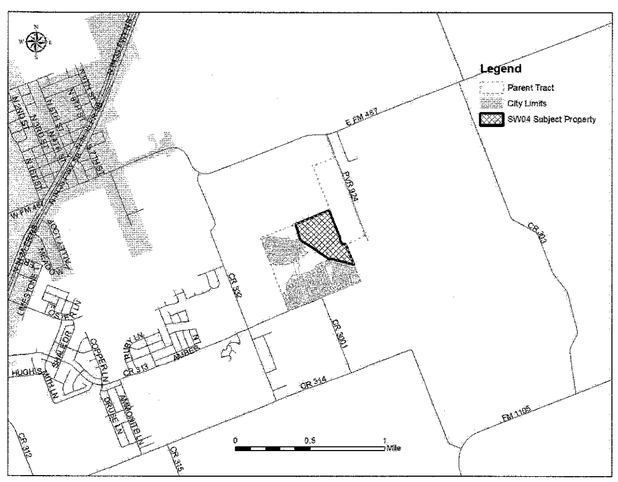
THENCE, North 67°22'47" East, along the common line of said 230.22 acre tract and said 48.605 acre tract, 1103.72 feet to a 1/2" iron rod with cap set for corner;

THENCE, over and across said 230.22 acre tract the following seven (7) courses:

1. South 21°22'05" East, 1061.23 feet to a set 1/2" iron rod with cap for corner;
2. South 01°09'24" East, 34.63 feet to a set 1/2" iron rod with cap for corner;
3. South 07°03'25" East, 32.77 feet to a set 1/2" iron rod with cap for corner;
4. South 16°41'33" East, 73.64 feet to a set 1/2" iron rod with cap for corner;
5. South 45°13'39" East, 84.04 feet to a set 1/2" iron rod with cap for corner;
6. South 80°49'36" East, 110.11 feet to a set 1/2" iron rod with cap for corner;
7. South 21°53'53" East, 34.88 feet to the POINT OF BEGINNING and containing 44.58 acres of land, more or less.

Road Table

Name	Design Speed (mph)	Length (ft)	ROW Width (ft)	Pavement Width (ft)	Classification	Designation
McNamara Court	25	881	50	30	Local	Public
Wyatt Way	25	1048	50	30	Local	Public
Wyatt Way	25	288	110	30	Local	Public
Dagney Court	25	838	50	30	Local	Public



VICINITY MAP
NOT TO SCALE

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	78.54'	70.71'	N 22°22'47" E	90°00'00"
C2	200.00'	50.00'	49.87'	N 60°13'04" E	14°19'26"
C3	200.00'	50.00'	49.87'	N 45°53'38" E	14°19'26"
C4	200.00'	40.21'	40.14'	S 44°29'27" W	11°31'05"
C5	50.00'	135.88'	97.76'	N 63°25'24" E	155°42'23"
C6	50.00'	178.28'	97.76'	S 63°25'24" W	204°17'37"
C7	15.00'	22.56'	20.49'	S 69°31'53" E	86°10'39"
C8	60.00'	80.65'	74.72'	S 64°57'08" E	77°01'08"
C9	60.00'	68.19'	64.58'	N 43°58'47" E	65°07'02"
C10	60.00'	52.11'	50.49'	N 13°27'39" W	49°45'51"
C11	60.00'	35.82'	35.29'	S 55°26'51" E	34°12'33"
C12	60.00'	39.53'	38.82'	N 88°34'17" E	37°45'11"
C13	15.00'	23.56'	21.21'	N 67°37'13" W	90°00'00"
C14	15.00'	23.56'	21.21'	N 22°22'47" E	90°00'00"
C15	15.00'	13.62'	13.16'	N 48°37'49" W	52°01'12"
C16	50.00'	66.36'	61.60'	S 36°37'07" E	76°02'36"
C17	50.00'	47.87'	46.06'	S 28°49'45" W	54°51'09"
C18	50.00'	48.48'	46.60'	N 84°01'52" E	55°33'05"
C19	50.00'	6.63'	6.62'	N 64°23'48" W	7°35'35"
C20	15.00'	13.62'	13.16'	N 86°36'37" W	52°01'12"
C21	25.00'	39.27'	35.36'	N 22°22'47" E	90°00'00"
C22	15.00'	23.56'	21.21'	N 22°22'47" E	90°00'00"
C23	15.00'	23.56'	21.21'	N 67°37'13" W	90°00'00"
C24	25.00'	39.27'	35.36'	S 67°37'13" E	90°00'00"
C25	50.00'	78.54'	70.71'	S 67°37'13" E	90°00'00"
C26	200.00'	53.30'	53.15'	S 75°00'54" W	15°16'13"
C27	225.00'	3.81'	3.81'	S 67°51'52" W	0°58'10"
C28	225.00'	44.69'	44.62'	S 74°02'23" W	11°22'53"
C29	225.00'	11.46'	11.46'	N 81°11'25" E	2°55'10"
C30	60.00'	24.06'	23.90'	S 85°51'38" E	22°58'44"
C31	60.00'	33.40'	32.97'	S 58°25'27" E	31°53'39"
C32	60.00'	34.32'	33.86'	S 26°05'22" E	32°46'30"
C33	60.00'	42.31'	41.44'	S 10°29'53" W	40°23'59"
C34	60.00'	42.45'	41.57'	S 50°57'51" W	40°31'58"
C35	60.00'	50.36'	48.89'	S 84°43'34" E	48°05'12"
C36	60.00'	50.31'	48.85'	S 36°39'41" E	48°02'35"
C37	15.00'	24.50'	21.87'	N 59°25'52" W	93°34'57"
C38	15.00'	13.62'	13.16'	N 41°22'11" E	52°01'12"
C39	50.00'	47.75'	45.96'	S 42°43'09" W	54°43'09"
C40	50.00'	36.99'	36.15'	N 88°43'41" W	42°23'11"
C41	50.00'	43.49'	42.13'	N 42°36'59" W	49°50'13"
C42	50.00'	41.10'	39.95'	N 05°51'04" E	47°05'52"
C43	15.00'	13.62'	13.16'	S 03°23'23" W	52°01'12"
C44	174.90'	34.35'	34.29'	N 61°45'20" E	11°15'06"
C45	225.00'	44.16'	44.09'	N 61°45'26" E	11°14'42"
C46	145.00'	36.25'	36.16'	S 45°53'38" W	14°19'26"
C47	255.00'	63.75'	63.58'	N 45°53'38" E	14°19'26"
C48	255.00'	48.61'	48.54'	N 44°11'36" E	10°55'22"
C49	145.00'	15.31'	15.30'	S 41°45'21" W	6°02'52"
C50	100.00'	58.94'	58.09'	N 32°46'11" E	33°46'11"
C51	90.00'	67.01'	65.47'	S 66°06'35" W	42°39'36"
C52	90.00'	182.25'	152.67'	N 73°53'47" E	116°01'25"
C53	90.00'	102.26'	96.85'	N 54°53'25" E	65°05'57"
C54	59.65'	52.75'	51.05'	S 73°21'13" E	50°40'03"
C55	60.00'	57.01'	54.89'	N 45°39'06" E	54°26'16"
C56	175.00'	19.54'	19.53'	S 70°34'44" W	6°23'53"
C57	60.00'	2.42'	2.42'	N 68°32'14" E	2°18'54"

LEGEND

AE	PEDESTRIAN ACCESS EASEMENT
BM	BENCHMARK
DA	DRAINAGE AREA
DE	DRAINAGE EASEMENT
ELEV	ELEVATION
NTS	NOT TO SCALE
NO	NUMBER
RE	REFERENCE
REV	REVISION
TBM	TEMPORARY BENCH MARK
TYP	TYPICAL
OHE	OVERHEAD OR UNDERGROUND EASEMENT
UE	UTILITY EASEMENT
WWE	WATER AND WASTEWATER EASEMENT
FWLE	FENCE WALL AND LANDSCAPE EASEMENT
BFE	BASE FLOOD ELEVATION
FFE	FINISHED FLOOR ELEVATION
FE	FENCE EASEMENT
	½" IRON ROD FOUND
	½" IRON ROD SET
	CHANGE IN BEARING
NO. # EL. ###	BENCHMARK
	OVERFLOW SWALE
	LOTS WITH MINIMUM FFE (SEE BFE/FFE TABLE)
	EXISTING FENCE POST

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 22°37'13" W	35.00'
L2	N 22°37'12" W	13.78'
L3	N 68°37'55" E	54.44'
L4	N 83°54'15" E	24.10'
L5	N 38°43'55" E	75.00'
L6	N 51°16'36" E	53.58'
L7	S 76°47'53" W	69.17'
L8	S 89°05'27" E	18.00'
L9	S 07°21'00" E	35.00'
L10	N 82°39'00" E	50.00'
L11	S 21°22'05" E	25.06'
L12	S 21°22'05" E	24.90'
L13	S 15°36'46" E	25.02'
L14	S 15°36'46" E	25.02'
L15	S 19°24'30" E	31.20'
L16	S 58°40'21" E	32.64'
L17	N 22°37'13" W	50.76'

Notes:

1. Residential driveways are to be located no closer to the corner of intersecting rights of way than 60 percent of the parcel frontage or 50 feet, whichever is less.
2. The bearings recited hereon are grid bearings derived from GPS observations based on the Texas State Plane Coordinate System, NAD1983 (2011) datum, Texas Central Zone No. 4203. All distances are horizontal ground distances. The average Combined Correction Factor (CCF) is 0.9998522. Grid distance = Ground Distance x CCF. Permanent iron rods set for corner are 1/2 inch iron rods with cap marked "YALGO", unless otherwise noted herein. All coordinates can be referenced to a benchmark described as cotton spindle set in the north margin of County Road 313, bearing N 51°55'10" E, 2343.59 feet from the most southerly corner of this tract. Observed GPS coordinates for said "X" in concrete benchmark are 10269021.77, E=3160972.32 Z=820.52' (NAVD88-Geoid12A).
3. Except in certain isolated areas required to meet accessibility requirements, the minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
4. A de facto certificate of compliance is hereby issued for all lots within this subdivision. This certificate of compliance is valid until such time as FEMA or the county revises or newly adopts floodplain boundaries in this vicinity.
5. No buildings, fences, landscaping or other structures and / or obstructions which impede flow are permitted within the drainage easements shown.
6. Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by regulatory authorities.
7. All easements on private property shall be maintained by the property owner or their assigns.
8. This subdivision is not located within the contributing zone of the Edwards Aquifer.
9. Building setback lines shall be in accordance with setbacks shown hereon, applicable owner restrictions recorded in county records or applicable ordinances.
10. No structure or improvement on any lot in this subdivision shall be occupied until connected to a water supply system approved by the Texas Commission on Environmental Quality.
11. No structure or improvement on any lot in this subdivision shall be occupied until connected to a wastewater collection system approved by the Texas Commission on Environmental Quality.
12. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
13. Water and wastewater systems serving this subdivision shall be designed and installed in accordance with the design and construction standards of the Texas Commission on Environmental Quality or Williamson County. Plans and specifications shall be submitted to TCEQ and other agencies as appropriate at the time such plans are prepared.
14. All streets are to be dedicated for public use.
15. Driveway access to lots within this subdivision from side streets is prohibited.
16. Improvements within the county road right-of-way including, but not limited to, landscaping, irrigation, lighting, custom signs, is prohibited without first obtaining an executed license agreement with Williamson County.
17. This subdivision is subject to storm-water management controls as required by Williamson County subdivision regulations, section B11.1, on new development that would evoke such controls beyond existing conditions
18. The owner shall create a mandatory homeowners association that shall be responsible for the maintenance and liability of any landscaping, irrigation, sidewalks, illumination, subdivision identification signs, water quality features, etc. placed within the Williamson County right-of-way. This homeowners association shall have assessment authority to insure the proper funding for the maintenance.
19. In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.
20. Tracts A and B shall be owned and maintained by the Home Owners Association and will contain a blanket drainage easement.
21. Storm water runoff must flow directly from all adjacent upstream lots to the downstream lots, without impediment or diversion to other lots and this restriction constitutes an easement in favor of the upstream lots for the same. The homebuilder/property owner must ensure that drainage for each individual lot allow storm water to pass from upstream lots to the downstream lots without impediment. This restriction is to be enforced by the HOA/The Village at Schwertner Ranch Residential Community, Inc. pursuant to Sec. 2.14 of the Declaration of Covenants, Conditional and Restrictions recorded in Doc # 2020088555.
22. The roundabout is located in the right-of-way and shall be owned by Williamson County and maintained by the Home Owners Association.
23. Maximum of 59% impervious cover per lot, otherwise stormwater management controls shall be designed, constructed, and maintained by the owner. If impervious cover is proposed to exceed maximum percentage allowed, contact Williamson County Floodplain Administration to review the stormwater management controls proposed on lot.
24. Maintenance responsibility for drainage will not be accepted by the county other than that accepted in connection with draining or protecting the road system. Maintenance responsibility for storm water management controls will remain with the owner.
25. Water service is provided by : Jarrell-Schwertner Water Supply corporation. Wastewater service is provided by CLL MUD No. 1.
26. The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the county, its officers and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the county and that the owner of the improvement shall be responsible for the relocation and/or replacement of the improvements.
27. No lot within this subdivision may be further subdivided.
28. All sidewalks are to be maintained by each of the adjacent property owners.

PRINTED ON August 13, 2024

REV.	DESCRIPTION	DATE	BY
3	FINAL PLAT 2ND COMMENT RESPONSE	5/7/2024	JML
2	FINAL PLAT COMMENT RESPONSE	4/9/2024	JML
1	ORIGINAL RELEASE	11/29/2022	JAJ

PROJECT NUMBER: SW04	CLIENT NAME:
CHECKED BY: JAJ	WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128
APPROVED BY: KAC	CLIENT LOCATION: GEORGETOWN, TX
AUTHORIZED BY: WBW	

PROJECT INFORMATION

TOTAL SIZE: 44.58 ACRES
TOTAL BLOCKS: 2
TOTAL LOTS: 95
TOTAL TRACTS: 2

BENCHMARK

Cotton spindle set in the north margin of County Road 313 - bearing N 21°06'47" E, 3151.64 feet from the most southerly corner of this tract:

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
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Z: 820.52' (NAVD88-Geoid12B)

OWNER INFORMATION

WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128
109 W 2nd STREET, SUITE 201
GEORGETOWN, TX 78626
254-953-5353

ENGINEER INFORMATION

KEITH A. CALDWELL
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YALGO ENGINEERING
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GEORGETOWN, TX 78626

SURVEYOR INFORMATION

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GEORGETOWN, TX 78626

Yalgo Engineering, LLC
109 W 2nd Street Ste. 201
Georgetown, TX 78626
PH (254) 953-5353
FX (254) 953-5057

Texas Registered Engineering Firm F-24040

Texas Registered Surveying Firm # 10194797

SHEET 2 OF 3

FINAL PLAT
SCHWERTNER RANCH PHASE IV
BEING PART OF THE G. Schneider Survey, Abstract No. 580
WILLIAMSON COUNTY, TEXAS

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

We, WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128, sole owner of the certain 44.58 ACRES tract of land shown hereon and described in a deed recorded in Document # 2023106418, 12/28/2023 of the Official Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide, said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as SCHWERTNER RANCH PHASE IV.

TO CERTIFY WHICH, WITNESS by my hand this 20th day of August, 2024.

WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128,
a Texas Series Limited Liability Company

By: _____
Bruce Whitis, President

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

This instrument was acknowledged before me on August 20, 2024, by Bruce Whitis, in his capacity as President of WBW Single Development Group, LLC—Series 128, a separate series of WBW Single Development Group, LLC, a Texas series limited liability Company, on behalf of said series.

Neely Anne Roper
My Commission Expires
6/25/2028
Notary ID 4001207

_____
Notary Public, State of Texas

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

I, Corey Shannon, Registered Professional Land Surveyor in the State of Texas, do hereby certify that to the best of my knowledge and belief, this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the subdivision regulations of the Williamson County, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 20th day OF AUGUST of 2024.

_____
COREY SHANNON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5967

STATE OF TEXAS
REGISTERED
SHAWN COREY SHANNON
5967
PROFESSIONAL
LAND SURVEYOR

I, Keith A. Caldwell, am authorized under the laws of the State of Texas to practice the profession of engineering and hereby certify that to the best of my knowledge and belief, this plat complies with the applicable ordinance of Williamson County, Texas and that portions of this subdivision are contained within the 100 year flood plain as identified on the Federal Emergency Management Agency flood insurance rate map, community panel number 48491C0150F, dated December 20, 2019 for Williamson County, Texas.

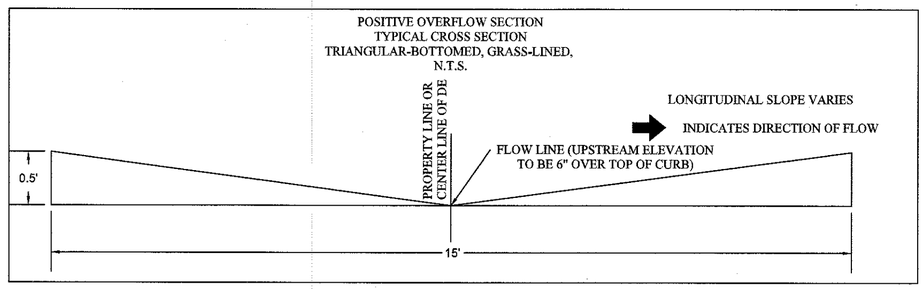
TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 20th day of August, 2024.

_____
KEITH A. CALDWELL
REGISTERED PROFESSIONAL
ENGINEER NO. 101956

STATE OF TEXAS
KEITH A. CALDWELL
101956
LICENSED
PROFESSIONAL ENGINEER

Portions of this tract are shown to be within a Special Flood Hazard Area per FEMA's Flood Insurance Rate Map (FIRM) Panel for Bell County, Texas Dated December 20, 2019, panel numbers 48491C0150F. The Surveyor does not certify as to the accuracy or inaccuracy of said information and does not warrant, or imply, that structures placed within the Special Flood Hazard Areas shown hereon, or any of the platted areas, will be free from flooding or flood damage.

DRAINAGE EASEMENT NOTE (APPLIES TO AREAS WITH THESE ARROWS ➡):
To allow for proper drainage conditions, all drainage easements shall be properly graded, maintained free and clear of obstructions, and special positive overflow sections (swales) shall be provided where shown hereon. Positive overflow sections (swales) shale be sloped to provide stormwater flow (i.e., drainage) from the front to rear of Lots 33 & 34 Block 1, and Lots 3 & 4 Block 3, and will be maintained by the lot owner(s).



Road name and address assignments verified this the _____ day of _____, 20____ A. D.

_____
Williamson County Addressing Coordinator

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

I, Bill Gravell, Jr., County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

_____ _____
Bill Gravell, Jr., County Judge Date
Williamson County, Texas

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

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ____ day of _____, 20__, A.D., at ___ o'clock, __.M., and duly recorded this the ___ day of _____, 20__, A.D., at ___ o'clock, __.M., in the Official Public Records of said County in Document No. _____.
TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court
of Williamson County, Texas

By: _____, Deputy

BFE / FFE TABLE

Lot #	Block #	BFE (ft)	FFE(ft)
16	1	784.50	786.50
17	1	783.50	785.50
18	1	782.26	784.26
19	1	781.85	783.85
46	1	781.75	783.75
29	2	774.70	776.70
30	2	774.70	776.70
31	2	774.70	776.70
32	2	774.70	776.70
33	2	774.70	776.70
34	2	774.70	776.70
35	2	774.70	776.70
36	2	774.70	776.70
37	2	774.70	776.70
38	2	774.70	776.70
39	2	774.70	776.70
40	2	773.90	775.90
41	2	774.30	776.30
42	2	774.95	776.95
43	2	776.45	778.45
44	2	777.94	779.94
45	2	778.18	780.18
46	2	778.24	780.24
47	2	778.30	780.30
48	2	778.38	780.38
49	2	778.90	780.90

THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING A MINIMUM OF 1-FT TO THE ATLAS 14 BASE FLOOD ELEVATION AS DETERMINED BY A STUDY PREPARED BY KEITH A. CALDWELL, Dated 11/01/2022.

MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR TRACTS A AND B PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WLLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.

FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.

PRINTED ON May 6, 2024

REV.	DESCRIPTION	DATE	BY
3	FINAL PLAT 2ND COMMENT RESPONSE	5/7/2024	JML
2	FINAL PLAT COMMENT RESPONSE	4/9/2024	JML
1	ORIGINAL RELEASE	11/29/2022	JAJ

PROJECT NUMBER: SW04	CLIENT NAME:
CHECKED BY: JAJ	WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128
APPROVED BY: KAC	CLIENT LOCATION: GEORGETOWN, TX
AUTHORIZED BY: WBW	

PROJECT INFORMATION
TOTAL SIZE: 44.58 ACRES
TOTAL BLOCKS: 2
TOTAL LOTS: 95
TOTAL TRACTS: 2

BENCHMARK
Cotton spindle set in the north margin of County Road 313 - bearing N 21°06'47" E, 3151.64 feet from the most southerly corner of this tract:

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

OWNER INFORMATION
WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128
109 W 2nd STREET, SUITE 201
GEORGETOWN, TX 78626
254-953-5353

ENGINEER INFORMATION
KEITH A. CALDWELL
P.E. NO. 101956
YALGO ENGINEERING
109 W 2nd STREET SUITE 201
GEORGETOWN, TX 78626

SURVEYOR INFORMATION
COREY SHANNON
R.P.L.S. NO. 5967
YALGO ENGINEERING
109 W 2nd STREET SUITE 201
GEORGETOWN, TX 78626

Yalgo Engineering, LLC
109 W 2nd Street Ste. 201
Georgetown, TX 78626
PH (254) 953-5353
FX (254) 953-5057

Texas Registered Engineering
Firm F-24040

Texas Registered
Surveying Firm # 10194797

SHEET 3 OF 3

Commissioners Court - Regular Session **26.**

Meeting Date: 08/27/2024

Indigent/Abandoned Burial

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Domingo Pascual Bosquez) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	08/22/2024 11:37 AM
Form Started By: Andrea Schiele		Started On: 08/22/2024 11:05 AM
Final Approval Date: 08/22/2024		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Domingo Pascual Bosquez)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Domingo Pascual Bosquez (SSN xxx-xx-7062) passed away on July 1, 2024, at the age of 78, at his residence located in Taylor, Williamson County, Texas.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

- 1 -

falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations.

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this ____ day of August 2024.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **27.**

Meeting Date: 08/27/2024

Discuss, consider and take appropriate action on recognizing the Texas A&M AgriLife Extension Service Agents for programs and awards recognition.

Submitted By: Amy Hays, Extension Service

Department: Extension Service

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing the Texas A&M AgriLife Extension Service Agents for program efforts and awards recognition.

Background

Background: Hear a short presentation on program efforts and awards recognition from Texas A&M AgriLife Extension Service agents in Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Extension Office Handout for Program Recognition and Awards

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 10:08 AM
Form Started By: Amy Hays		Started On: 08/22/2024 08:44 AM
Final Approval Date: 08/22/2024		

Williamson County AgriLife Extension

Upcoming Programs

Extending Knowledge | Providing Solutions







Top issues in Williamson County and relevant programs planned
These issues were identified through the Texas Community Futures Forum in Williamson County as top issues to be addressed by AgriLife Extension education programs:

Agriculture
- Issue - Urban encroachment into rural communities, strain on resources
- Program - *New Pesticide Application Technology*: Precision application of Agricultural Pesticides using the latest Drones Technology. Addresses spray drift concerns whilst maintaining sprayer accuracy and improved efficacy using low water volumes.

Health
- Issue - Weight management and physical activity
- Programs - *Step up and Scale Down*: a 12-week weight management class, *Walk Across Texas*: an 8-week team-based physical activity program
- BLT Issue - Healthy cooking and grocery shopping on a budget
- BLT Program: - *Fresh Start to a Healthier You*: focusing on healthy food, physical activity, and food resource management skills. Better Living for Texans programs are provided to SNAP-eligible clientele.

Natural Resources
- Issue - Water quality and conservation
- Program - *Balconies to Backyards*: water conservation techniques such as native plants, rain gardens, and rainwater collection systems

Youth
- Issue - Agricultural Literacy, understanding where your food comes from
- Program - *Ag in the Classroom*: hands-on demonstrations about agriculture and how food gets from the farm to your table, *Hatching in the Classroom*: live experience of the life cycle of a chick as they are incubated and hatched

Horticulture
- Issue - Water conservation and availability
- Program - *Green Thumbs Up* and *Master Gardener Monthly Meetings*: program topics on water harvesting and Earth-Kind landscaping

About the Texas Community Futures Forum

To ensure the relevance of our educational programs to our communities, every 3 years each county hosts a forum to invite feedback from the public to identify important issues. Attendees brainstorm a variety of issues that affect the community in our program areas: agriculture, health, natural resources, youth, and horticulture. These issues are then ranked in order of importance, and used by County Extension Agents to tailor our programs to meet these needs.

Williamson County AgriLife Extension Agents

Brittany Allen
CEA 4-H & Youth Development

Shelley Franklin
CEA Natural Resources

Gary Pastushok
CEA Agriculture

Jennifer Powell
Extension Agent, Better Living for Texans

Katie Sindac
CEA Family & Community Health

Williamson County AgriLife Extension



Williamson County Extension Agents received awards and recognition for the following in the 2023-2024 year

National Awards

Katie Sindac - 2nd place in the Southern Region of the National Extension Association for Family and Consumer Sciences for Communications: Newsletter, for the “Rooted in Wellness” monthly newsletter

State Awards

Brittany Allen
- 1st place, Texas Association of 4-H Youth Development Professionals, Communicator Award: Promotional Package
- 1st place, Texas Association of 4-H Youth Development Professionals, Team Specialty Award: Excellence in Shooting Sports Programming

Shelley Franklin
- Texas A&M AgriLife Extension, Superior Service Award
- Texas Association of 4-H Youth Development Professionals, Achievement in Service Award
- 1st place, Texas Association of 4-H Youth Development Professionals, Team Specialty Award: Excellence in Shooting Sports Programming

Gary Pastushok
- Special Achievement Award for Extension Faculty, Department of Soil and Crop Sciences

Katie Sindac
- 2nd place, National Extension Association for Family and Consumer Sciences, Communications: Newsletter, “Rooted in Wellness” Monthly Newsletter
- 2nd place, National Extension Association for Family and Consumer Sciences, Family Health and Wellness Award, “All You Knead to Know: A Bread Making Workshop”
- 4th place, National Extension Association for Family and Consumer Sciences, Innovative Programming Award, “All You Knead to Know: A Bread Making Workshop”

District Awards

Brittany Allen
- Largest 4-H Enrollment in District 8
- Over 100% 4-H Enrollment

Shelley Franklin
- Excellence in Natural Resources programming

Gary Pastushok
- Innovative Programming Award, “All You Knead to Know: A Bread Making Workshop”
- Outstanding Crop Reporting for the National Agricultural Statistics Survey

Katie Sindac
- Innovative Programming Award, “All You Knead to Know: A Bread Making Workshop”



Commissioners Court - Regular Session **28.**

Meeting Date: 08/27/2024

Williamson County Burn Ban

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

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the issuance of a county-wide burn ban for a period not to exceed 90 days and to authorize the County Judge the authority to lift the order banning outdoor burning if conditions improve.

Background

The current conditions in Williamson County are: Average KBDI value of 583 (Scale of 1-800) with portions of the County experiencing a high value of 689. Currently, 100% of Williamson County is classified by the U.S. Drought Monitor Scale as D0 "abnormally dry", and there is minimum forecasted rain that could deliver adequate amounts to reverse the drying trend. The combination of above average temperatures, heated winds and lower daytime relative humidity values are creating a public safety hazard that would be exacerbated by outdoor burning.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August Burn Ban Matrix

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/21/2024 10:32 AM
Form Started By: Hank Jones		Started On: 08/20/2024 05:33 PM
Final Approval Date: 08/21/2024		

Williamson County Fire Marshal's Office
3189 SE Inner Loop, Georgetown, Texas 78626
Phone: (512) 943-3679

Burn Ban Evaluation Matrix August 21, 2024

Evaluation Factor	***Source(s)***	***Comment***	***Supports Burn Ban***
Relative Humidity Values - NWS	Short Term Forecast	Midday values have been dropping into the upper 20's stripping moisture with sunny days	YES
KBDI Texas A&M	Current Condition	Williamson Counties average KBDI value is 583 with portions of the county experiencing a high value approaching 689	YES
KBDI (Change) Texas A&M	Current Condition	+6 to +9 daily changes observed for past 7 days	YES
Forecast 10 Hour Fuel Moisture (Percentile) Nelson Model	Current Condition	4% – 10% Fine dry grasses will readily ignite. Conditions would support extensive fire spread	YES
Average Temperature (Fahrenheit) NWS	Current Condition	The week of August 20, 2024 starts with daytime temperatures in the upper-100's	YES
Texas Drought Monitor	TAMU	"Abnormally Dry" status. Seasonal decline continues	YES

Recommendation: BURN BAN

August 19, 2024 – August 23, 2024, Discussion

The week of August 20, 2024, starts with daytime temperatures in the upper 100's and mid to upper 70's at night. 1 to 10-hour fuel moistures continue to fall, and 100-hour, and 1000-hour fuels continue to lose moisture. This week will see afternoon relative humidity values continue to drop into the 30's to upper 20's creating afternoon potential for grass fires to ignite and spread.

Soil Moisture

100% of Williamson County is classified by the U.S. Drought Monitor as D0 Abnormally Dry. There is minimum forecasted rain that would deliver adequate amounts to reverse the drying trend. Currently, Williamson County has an average KBDI value of 583 with isolated areas experiencing a max value of 689.

Relative Humidity levels have been dropping into the 30's to upper 20's during the afternoon hours.

Dead Fuel Moisture Status

The 1-hour and 10-hour fuel moistures continue to fall, and the 100-hour and 1000-hour fuels continue to lose moisture. Recent above average temperatures, and sunny dry days support conditions for elevated fire risk and fire spread potential.

Summary

Williamson County will see elevated fire weather conditions through the week of August 20, 2024. The combination of above average temperatures, heated winds and lower relative humidity values will continue to produce a risk of elevated fire danger.

Recommendation: BURN BAN

Hank Jones
Williamson County Fire Marshal
3189 SE Inner Loop Ste B
Georgetown, Tx 78626
hank.jones@wilco.org
512.943.3679 (Office)

Commissioners Court - Regular Session **29.**

Meeting Date: 08/27/2024

Budget Amendment General Fund Revenue

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This budget amendment allows for recognition of additional revenue received from the State for reimbursement of Juror Pay. We are amending to recognize this revenue to then amend the expenditure line items to provide the necessary Juror Funds to finish the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.342235	Jury Service Reimbursement Fee	$2,990.91

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/21/2024 08:27 AM
Form Started By: Ganae Hempe		Started On: 08/20/2024 10:00 AM
Final Approval Date: 08/21/2024		

Commissioners Court - Regular Session **30.**

Meeting Date: 08/27/2024

Budget Amendment for Juror Payment in District Court and JP #3

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment to acknowledge additional expenditure for the District Court and Justice of the Peace, Pct #3 for Juror and Grand Juror Payments.

Background

This budget amendment allows for additional expenditures for Juror Payment. The state reimburses a portion of this and, due to recognition of additional revenue received, we are able to present a balanced budget amendment to finish out the Fiscal Year.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0435.004002	Jurors, Grand Jurors	$2,300.00
	0100.0453.004002	Jurors, Grand Jurors	$690.91

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/21/2024 08:31 AM
Form Started By: Ganae Hempe		Started On: 08/20/2024 10:19 AM
Final Approval Date: 08/21/2024		

Commissioners Court - Regular Session **31.**

Meeting Date: 08/27/2024

Imposition of Optional Fees for Calendar Year 2025

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the imposition or removal of optional fees for Calendar Year 2025 as authorized by the Texas Transportation Code, including the County Road and Bridge Fund fee, not to exceed $10, and the Child Safety fee, not to exceed $1.50, and the submission of the required notification form to the Texas Department of Motor Vehicles.

Background

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional county fees to be assessed on motor vehicle registrations. Notice must be made to TxDMV each year by September 1, with fee changes taking effect on January 1 of the following year. The attached letter gives a brief description of the related optional county fees from Chapter 502 of the Transportation Code. Currently, Williamson County assesses $10 for the Road and Bridge Fund fee and $1.50 for the Child Safety fee.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter to Judges

Imposition of Optional Fees

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	08/21/2024 10:32 AM
Form Started By: Andrea Schiele		Started On: 08/21/2024 08:45 AM
Final Approval Date: 08/21/2024		

July 15, 2024

Re: Imposition of Optional Fees for Calendar Year (CY) 2025

To the Honorable County Judge:

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional fees. Notice must be made to TxDMV each year by September 1, with new fees taking effect on January 1 of the following year. This letter and attachments will provide information on how to submit the Calendar Year (CY) 2025 notification to TxDMV. The following is a brief description of the related optional county fees from Chapter 502 of the Transportation Code:

County Road and Bridge Fee (Section 502.401):

- May not exceed $10; and
- Revenue must be credited to the county road and bridge fund.

Child Safety Fee (Section 502.403):

- May not exceed $1.50; and
- Revenue must be used for school crossing guard services; remaining funds must be used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention, and drug and alcohol abuse prevention, among other purposes.

Transportation Project Fee (Section 502.402):

- Applies to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties **ONLY**;
- May not exceed $10 for Bexar, El Paso, and Hidalgo counties;
- May not exceed $20 for Brazos, Cameron, and Webb counties; and
- Revenue must be used for long-term transportation projects.

Please complete and return the attached *Imposition of Optional Fees* form. If your county will keep the same optional fees for CY 2025, please select OPTION A. If your county will change imposed fees, please select OPTION B and include a copy of a commissioners court order reflecting the specific changes.

DEADLINE: Please return the form and commissioners court order, if applicable, by September 1, 2024, by email to: DMV_OptionalCountyFeeUpdates@TxDMV.gov (note the underscore between DMV and Optional).

If you have any questions, please contact Taja Brower, Registration Services, (512) 465-1344. Thank you for your timely response.

Sincerely,

A. Quintero

Annette Quintero, Director
Vehicle Titles and Registration Division
Texas Department of Motor Vehicles

AQ:CT:TB

Attachments

cc: County tax assessor-collectors

Texas Department of Motor Vehicles

Imposition of Optional Fees
Calendar Year (CY) 2025

INSTRUCTIONS: All counties must complete and return this form to the TxDMV via email at: *DMV_OptionalCountyFeeUpdates@TxDMV.gov*

Please submit at your earliest convenience, but no later than **September 1, 2024**.

COUNTY NAME: WILLIAMSON COUNTY

SELECT ONLY ONE OPTION BELOW:

☑ **OPTION A – No change. This county will charge the same fees in CY 2025.** STOP

Submit this form to TxDMV. A copy of a commissioners court order is NOT required.

OR

☐ **OPTION B – The commissioners court has approved fee changes for CY 2025.**

Enter amounts for each fee, even those that did not change. Enter zero (0), if necessary.

CY 2025 fees to be collected by your county:

Road and Bridge Fee:	$ _____
Child Safety Fee:	$ _____
Transportation Project Fee (applicable to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties only):	$ _____
Total fee amount to be collected in CY 2025:	**$ _____**

For OPTION B, submit this form and a copy of the commissioners court order to TxDMV.

We appreciate your response. Thank you.

Commissioners Court - Regular Session **32.**

Meeting Date: 08/27/2024

Approval of Renewal #1 for Contract #T4960 Benefits Broker and Consultant for Human Resources/Benefits

Submitted By: Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the renewal of contract #T4960, Benefits Broker and Consultant, renewal term #1, for the same terms and conditions as the existing contract, per the attached documentation, with Holmes Murphy & Associates, LLC, for the 12-month term of January 1, 2025 to December 31, 2025.

Background

This is the first extension to this contract. The Human Resources/Benefits Department has confirmed that the vendor met all the County requirements in this contract and requests renewal. Funding source is 01.0885.0886.004100. Shelley Loughrey,

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 1 form

1295 document

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/21/2024 03:59 PM
Purchasing (Originator)	Joy Simonton	08/22/2024 09:49 AM
County Judge Exec Asst.	Becky Pruitt	08/22/2024 09:51 AM
Form Started By: Cheryl Johnson		Started On: 08/13/2024 09:17 AM
Final Approval Date: 08/22/2024		

WILCO
PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	T4960	**Department:**	Human Resources
Vendor Name:	Holmes Murphy & Associates, LLC		
Purpose/Intended Use of Product or Service (summary):			
Renewal #1 Benefits Broker Consultant			
Type of Contract:	RFP	**Start Date:**	01 Jan 2025
Purchasing Contact:	Cheryl Johnson	**End Date:**	31 Dec 2025
Department Contact:	Shelley Loughrey		

Williamson County wishes to extend this bid/proposal for the same terms, and conditions as the existing contract but with a price increase (see attached documentation)

- **PLEASE INCLUDE THE FOLLOWING:**
  - **COMPLETED 1295 FORM;**
  - **RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.**
  - **DOCUMENTATION SUBSTANTIATING THE INCREASE.**

- **EXTEND CONTRACT FOR THE 1ST OF THE TWO (2) RENEWAL OPTION PERIODS**

Renewal Option Period 1---- 01 Jan 2025- 31 Dec 2025
Initial Contract Period ------07 Dec 2021- 31 Dec 2024

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

Vendor Holmes Murphy
Name David Gibson
Title Vice President
Signature David Gibson
Date 8/1/24

Williamson County, 710 Main St., Georgetown, TX 78626
Bill Gravell, Jr
Williamson County Judge
Signature _____
Date _____

Contract #T4960 Benefits Broker and Consultant	
Description	**Annual Consultant Fee**
FY22 - FY24	$85,000.00
FY25	$89,250.00

DGibson@holmesmurphy.com
www.holmesmurphy.com

===== Privacy Statement =====

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===== Legal Statement =====

Nothing contained herein shall be construed as or constitute legal or tax advice. You have the right to, and should seek the advice of tax or legal counsel at your own expense. Third Party information contained in these materials have been compiled and obtained from sources believed to be reliable and credible but no representation or warranty, express or implied, is made by Holmes Murphy, or any of its subsidiaries or affiliates, as to their accuracy or completeness.

==========

Please be advised: Coverage cannot be bound without the acknowledgment of a licensed staff member.
Corporate Address: 2727 Grand Prairie Parkway, Waukee, IA 50263

From: Cheryl Johnson <cheryl.johnson@wilco.org>
Sent: Thursday, August 01, 2024 2:26 PM
To: David Gibson <DGibson@holmesmurphy.com>
Cc: Shelley Loughrey <sloughrey@wilco.org>; Purchasing Contracts <purchasing.contracts@wilco.org>
Subject: FW: Benefits Broker and Consultant-Holmes Murphy & Associates, LLC-T4960

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Mr. Gibson

After reviewing the contract for Benefits Broker and Consultant-Holmes Murphy & Associates, LLC-T4960, I have found that it is due for renewal. The current expiration date for this contract is 31 Dec 2024. Shelley has informed us that there has been an approved increase in the annual contract amount to $89,250.00. Please confirm via this message if you would like to renew this contract with the County by completing the attached Renewal Form, Form 1295 (see attached), and providing an updated Certificate of Insurance (if applicable), and documentation substantiating the increase.

Please do so at your earliest convenience.

Warmest regards,

Cheryl Johnson
Contract Specialist
office: 512.943.1478
cheryl.johnson@wilco.org
100 Wilco Way, Georgetown, TX 78626
www.wilcotx.gov

From: Cheryl Johnson <cheryl.johnson@wilco.org>
Sent: Thursday, July 25, 2024 12:07 PM
To: Shelley Loughrey <sloughrey@wilco.org>
Cc: Purchasing Contracts <purchasing.contracts@wilco.org>
Subject: Benefits Broker and Consultant-Holmes Murphy & Associates, LLC-T4960

Good morning,

After reviewing the contract Benefits Broker and Consultant-Holmes Murphy & Associates, LLC-T4960. I have found that it is due for renewal. The current expiration date for this contract is 31 Dec 2024. Do you intend to renew it? I will contact the vendor if so.

Please let me know if you have further questions.

Warmest regards,

Cheryl Johnson
Contract Specialist
office: 512.943.1478
cheryl.johnson@wilco.org
100 Wilco Way, Georgetown, TX 78626
www.wilcotx.gov


Achievement of
Excellence
In Procurement
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CPPB
AMERICAN PURCHASING SOCIETY
CERTIFIED PURCHASING PROFESSIONAL

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:
2024-1199019

Date Filed:
08/09/2024

Date Acknowledged:
08/13/2024

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

Holmes Murphy & Associates - Dallas, TX
Dallas, TX United States

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

Williamson County

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

LLC-T4960
Benefits Broker and Consultant-Holmes Murphy & Associates

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:
2024-1199019

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08/09/2024

Date Acknowledged:

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

Holmes Murphy & Associates - Dallas, TX
Dallas, TX United States

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

Williamson County

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

T4960
Benefits Broker and Consultant-Holmes Murphy & Associates

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]

[redacted]

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

Executed in Dallas County, State of Texas, on the 12 day of August (month), 2024 (year).

David Gilbert

Signature of authorized agent of contracting business entity
(Declarant)

WILCO PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	T4960	**Department:**	Human Resources
Vendor Name:	Holmes Murphy & Associates, LLC		
Purpose/Intended Use of Product or Service (summary):			
Renewal #1 Benefits Broker Consultant			
Type of Contract:	RFP	**Start Date:**	01 Jan 2025
Purchasing Contact:	Cheryl Johnson	**End Date:**	31 Dec 2025
Department Contact:	Shelley Loughrey		

Williamson County wishes to extend this bid/proposal for the same terms, and conditions as the existing contract but with a price increase (see attached documentation)

- **PLEASE INCLUDE THE FOLLOWING:**
  - **COMPLETED 1295 FORM;**
  - **RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.**
  - **DOCUMENTATION SUBSTANTIATING THE INCREASE.**

- **EXTEND CONTRACT FOR THE 1ST OF THE TWO (2) RENEWAL OPTION PERIODS**

Renewal Option Period 1---- 01 Jan 2025- 31 Dec 2025
Initial Contract Period ------07 Dec 2021- 31 Dec 2024

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

Vendor Holmes Murphy
Name David Gibson
Title Vice President
Signature David Gibson
Date 8/1/24

Williamson County, 710 Main St., Georgetown, TX 78626
Bill Gravell, Jr
Williamson County Judge
Signature _____
Date _____

Commissioners Court - Regular Session **33.**

Meeting Date: 08/27/2024

Approval of Consent to Assignment from Knight Security to Mobile Communications America (MCA) for Information Systems

Submitted By: Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Consent to Contract Assignment between Knight Security (the Assignor), and Mobile Communications America (MCA) (the Assignee) relating to the Juvenile Justice Center security upgrades, and authorizing the execution of the Consent to Assignment.

Background

Knight Security has changed to Mobile Communications America (MCA). The Consent to Contract Assignment will complete the transition process by transferring the Williamson County services contract to Mobile Communications America (MCA). The department's point of contact is Don Heflin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent to Assignment Signed

Form 1295 Mobile Communications America, Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/15/2024 03:52 AM
County Judge Exec Asst.	Becky Pruitt	08/15/2024 08:25 AM
Purchasing (Originator)	Joy Simonton	08/22/2024 09:55 AM
Form Started By: Cheryl Johnson		Started On: 08/13/2024 11:25 AM
Final Approval Date: 08/22/2024		

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, **Knight Security Systems** (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to **Mobile Communications America (MCA)** (hereinafter "Assignee") in the contract(s) described as follows:

> Williamson County Contract for Professional Services between Williamson County and Knight Security Systems being dated effective February 9, 2021, relating to the Juvenile Justice Center security upgrades, which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.

2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and condition of the Contract as if Assignee was an original party to the Contract.

3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Consent to Contract Assignment.

8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____ _____, 20___

ASSIGNOR:

Knight Security Systems

By: Patrick Stevenson

Printed Name: Patrick Stevenson

Title: Account Executive

Date: June 26, 2024

ASSIGNEE:

Mobile Communications America (MCA)

By: Patrick Stevenson

Printed Name: Patrick Stevenson

Title: Account Executive

Date: June 26, 2024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1198316

Date Filed:
08/08/2024

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Mobile Communications America
Austin, TX United States

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

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
2024258
Reassignment of Contract from Knight Security Systems to Mobile Communications America, Inc (MCA)

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**

[redacted]

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

Executed in Travis County, State of Texas, on the 8 day of August (month), 2024 (year).

MARIELLE MAE DELF
Notary Public, State of Texas
Comm. Expires 08-19-2025
Notary ID 133280153

Marielle Delf
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:
2024-1198316

Date Filed:
08/08/2024

Date Acknowledged:
08/09/2024

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

Mobile Communications America
Austin, TX United States

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

Williamson County

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

2024258
Reassignment of Contract from Knight Security Systems to Mobile Communications America, Inc (MCA)

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **34.**

Meeting Date: 08/27/2024

Approval of Contract Amendment for Professional Services for Dental Services from Dr. Todd C Harris for the County Jail

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Contract Amendment for Professional Services Agreement (PSA) #2024254 with Todd C. Harris, P.C. for Dental Services at the Williamson County Jail for the not-to-exceed amount of $168,500.00 for the term of October 1, 2024 - September 30, 2025, and exempting this service from competitive bidding requirements as per Texas Local Government Code Sec. 2254.002 (2)(A)(v) Medicine and authorizing the execution of the agreement.

Background

The approval of the Contract Amendment will benefit the Williamson County Jail with dental services with Todd C. Harris, P.C. Funding source is 01.0100.0570.003317 as per FY25 budget. The department point of contact is Kathleen Pokluda.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dr. Harris Contract

Prior agreement

Form 1295 Harris

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/20/2024 04:37 PM
Purchasing (Originator)	Joy Simonton	08/22/2024 09:51 AM
County Judge Exec Asst.	Becky Pruitt	08/22/2024 09:54 AM
Form Started By: Barbi Hageman		Started On: 07/29/2024 08:34 AM
Final Approval Date: 08/22/2024		

AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY JAIL

(Todd C. Harris, P.C.)

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

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY JAIL (hereinafter "Amendment") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Todd C. Harris, P.C.** (hereinafter "Provider"), with offices at 1600 W. 38th St., Ste. 305, Austin, TX 78731. The parties originally entered into an Agreement on April 7, 2009, which has been previously amended and extended. Provider is engaged as an independent contract, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Scope of Services: This amendment will revise the number of hours per week for Provider to be physically present in the Jail infirmary to provide dental services. Provider agrees to be physically present for up to sixteen (16) hours per week during the term of this Agreement.

II.

Cost and Payment: This amendment will revise the compensation cap set forth in the original agreement (under paragraph III) to a monthly amount of fourteen thousand and forty-one dollars and sixty-six cents ($14,041.66) and a yearly not-to-exceed amount for fiscal year 2025 (October 1, 2024 to September 30, 2025) of one hundred and sixty-eight thousand five hundred and zero cents ($168,500.00).

III.

In all other respects, the Agreement is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, 20____

PROVIDER:

TC Harris
Authorized Signature

TODD HARRIS
Printed Name

Date: 8-14-, 2024

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY RENEWAL ADDENDUM FOR PROFESSIONAL SERVICES AGREEMENT FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY JAIL

(Todd C. Harris, P.C.)

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

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Todd C. Harris, P.C.** (hereinafter "Provider"), with offices at 1600 W. 38th St., Ste. 305, Austin, TX 78731. The parties originally entered into an Agreement on April 7, 2009, which has been previously amended and extended. Provider is engaged as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Term: This amendment will renew this Professional Services Agreement for an additional one (1) year term and continue until September 30, 2023.

II.

Cost and Payment: This amendment will revise the compensation cap set forth in the original agreement (under paragraph III) to a monthly amount of eight thousand two hundred eight dollars and thirty-three cents ($8,208.33) and a yearly not-to-exceed amount for fiscal year 2023 (October 1, 2022 to September 30, 2023) of **ninety eighty thousand five hundred dollars and zero cents ($98,500.00)**.

III.

In all other respects, the Agreement is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell Jr.
Bill Gravell (Sep 29, 2022 08:06 CDT)

Authorized Signature
Date: Sep 29, 2022, 2022

PROVIDER:

Authorized Signature
Date: 9-21-22, 2022

Agenda Item #20, CC 9.27.22 Approval of Agreement Dr Harris Dental Services FY23 (Kim)

Final Audit Report 2022-09-29

Created:	2022-09-27
By:	Andy Portillo (andy.portillo@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAW60b2VOOcTdH8tu8-H1jL3GMvhOV2keZ

"Agenda Item #20, CC 9.27.22 Approval of Agreement Dr Harris Dental Services FY23 (Kim)" History

Document created by Andy Portillo (andy.portillo@wilco.org)
2022-09-27 - 4:16:38 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2022-09-27 - 4:17:08 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2022-09-27 - 8:26:25 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2022-09-27 - 8:26:35 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2022-09-27 - 8:26:35 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2022-09-29 - 1:06:47 PM GMT- IP address: 74.192.165.249

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2022-09-29 - 1:06:57 PM GMT - Time Source: server- IP address: 74.192.165.249

Agreement completed.
2022-09-29 - 1:06:57 PM GMT

Powered by Adobe Acrobat Sign

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:
2024-1201467

Date Filed:
08/15/2024

Date Acknowledged:

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

Todd C. Harris, DDS
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.

Other

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.

2024254
Dental Services

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

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

6 UNSWORN DECLARATION

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

My address [redacted] (street), [redacted] (city), [redacted] (state) [redacted] (zip code), TRAVIS (country)

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

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

T Harris

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:
2024-1201467

Date Filed:
08/15/2024

Date Acknowledged:
08/15/2024

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

Todd C. Harris, DDS
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.

Other

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.

2024254
Dental Services

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **35.**

Meeting Date: 08/27/2024

Award of RFP #24RFP60 Countywide Disaster Related Debris Removal Services for Emergency Management

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFP #24RFP60 Countywide Disaster Related Debris Removal Services to the highest scoring proposer, CrowderGulf, LLC, and authorizing the execution of associated documents.

Background

Williamson County sent out four thousand six hundred and forty(4,640) notifications with fifty-seven (57) document takers and received five (11) submittals to provide Countywide Disaster Related Debris Removal Services. The primary purpose of this contract is to create at-the-ready resources, at established prices, for the County's disaster response and recovery operations in the event of a weather event or disaster situation. The contract is to be utilized on an "as-needed" basis to provide clean-up, demolition, removal, reduction, and disposal of debris as directed by the County following a natural or man-made disaster. The evaluation team's recommendation is CrowderGulf, LLC who is the highest scoring proposer. Funding source and contract amounts will depend on the type of disaster and will be allocated at the time of an event. Bruce Clements and Bill Zito are the points of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CrowderGulf Addendum

Crowder Gulf FEMA Addendum

Score sheet

Form 1295 CrowderGulf

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/22/2024 09:44 AM
County Judge Exec Asst.	Becky Pruitt	08/22/2024 09:53 AM
Form Started By: Kerstin Hancock		Started On: 08/21/2024 03:35 PM
Final Approval Date: 08/22/2024		

COUNTY ADDENDUM FOR DISASTER DEBRIS REMOVAL SERVICES

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 COUNTY ADDENDUM FOR DISASTER DEBRIS REMOVAL SERVICES (hereinafter "Addendum") 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 **CrowderGulf, LLC.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County and Service Provider, in consideration of the mutual covenants contained herein, do agree as follows:

I.

Incorporated Documents: This Addendum constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated by reference include the following:

A. 24RFP60 Countywide Disaster Debris Removal Services;
B. Service Provider Proposal (dated July 23, 2024);
C. Price Sheet (Exhibit A);
D. Insurance certificates evidencing coverages required; and
E. This Addendum.

II.

Products and Services: Service Provider agrees to diligently provide all products and services as specified in the Service Provider Proposal. Additionally, Service Provider shall comply strictly with all the terms and conditions of Solicitation 24RFP60 (Countywide Debris Removal Services), as modified by this Addendum. Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work.

III.

Effective Date and Term: This Addendum shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue on an "as needed basis" for a four (4) year term. Upon mutual written agreement of both parties, this addendum may be renewed

for two (2) additional one (1) year terms.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed amount as set out in the attached Price Sheet (Exhibit A). A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Addendum.

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

All funds for payment by the County under this Addendum are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for services provided under this Addendum, the County shall have the right to terminate this Addendum at the end of the County's fiscal year. Notwithstanding any other provision, such termination for non-appropriation shall not constitute a default of the Addendum and shall be without penalty or further obligation to County.

V.

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

VI.

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

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Addendum shall be

deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless another party for any reason are hereby deleted.

VIII.

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

IX.

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

X.

Termination for Convenience: This Addendum may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof. In the event of termination, the County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

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

XII.

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.

XIII.

Severability: In case any one or more of the provisions contained in this Addendum 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 Addendum and this Addendum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIV.

No Assignment: Service Provider may not assign this Addendum without prior written consent.

XV.

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 Addendum on behalf of the County.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

CROWDERGULF, LLC.:

Ashley Ramsay-Naile
Authorized Signature

Ashley Ramsay-Naile, President
Printed Name

Date: August 16, 20 24

Exhibit A

PRICE SHEET

24RFP60 COUNTYWIDE DISASTER RELATED DEBRIS REMOVAL SERVICES

ITEM	DESCRIPTION	UNITS	UNIT PRICE
	Part A: Unit Prices		
	Vegetative Collect and Haul	BAFO	
1	Vegetative Debris from Public Property and ROW to DMS *Vegetative debris collect and transport to DMS*	CY $7.60	~~$7.65~~
2	Vegetative Debris from Public Property and ROW Final Disposal *Vegetative debris collect and transport to final disposal site*	CY $9.20	~~$9.25~~
	Management and Reduction		
3	Grinding *Grinding/chipping vegetative debris*	CY	$2.90
4	Air Curtain Burning *Air Curtain Burning vegetative debris*	CY	$2.00
5	Compacting *Compacting vegetative debris*	CY	$2.60
6	DMS Management *Preparation, management, and segregating at debris management site*	CY $1.20	~~$1.25~~
	C&D Collect and Haul		
7	C&D Debris from Public *Property and ROW to DMS* *C&D debris collect and transport to DMS*	CY $7.60	~~$7.65~~
8	C&D Debris from Public Property and ROW to Final Disposal *C&D debris collect and transport to final disposal*	CY $9.20	~~$9.25~~
	Final Disposal		
9	DMS to Final Disposal *Transport of processed debris from DMS to final disposal*	CY	$4.95
10	Tipping Fees (Vegetative) *Fee includes negotiated contract price or pass through amount for vegetative*	CY	At Cost
11	Tipping Fees (Mix) *Fee includes negotiated contract price or pass through amount for mix*	CY	At Cost
12	Tipping Fees (C&D) *Fee includes negotiated contract price or pass through amount for C&D*	CY	At Cost
	Tree Operations		
13	Hazardous Trees 6"-12" *Hazardous tree removal for a 6-12 inch trunk diameter*	Tree $60.00	~~$65.00~~
14	Hazardous Trees 13"-24" *Hazardous tree removal for a 13-24 inch trunk diameter*	Tree $118.00	~~$120.00~~
15	Hazardous Trees 25"-36" *Hazardous tree removal for a 25-36 inch trunk diameter*	Tree $168.00	~~$170.00~~
16	Hazardous Trees 37"-48" *Hazardous tree removal for a 37-48 inch trunk diameter*	Tree $225.00	~~$230.00~~
17	Hazardous Trees 49"+ *Hazardous tree removal for a 49 inch trunk diameter*	Tree $275.00	~~$280.00~~

BAFO

18	Hazardous Limbs (Hangers) >2" *Hazardous hanging limb removal with a greater than 2 inch diameter (price per tree)*	Tree	$80.00
19	Hazardous Stumps > 24"-36" *Hazardous stump removal for a >24-36 inch stump diameter*	Stump	$210.00
20	Hazardous Stumps > 37"-48" *Hazardous stump removal for a >37-48 inch stump diameter*	Stump	$220.00
21	Hazardous Stumps 49+ *Hazardous stump removal for 49+ inch stump diameter*	Stump	$280.00
22	Stump Fill Dirt Fill dirt for stump holes after removal	CY $15.00	~~$16.00~~
	Specialty Removal		
23	Sand/Mud/Dirt/Rock Collection and Screening *Pick up, screen, adnd return debris laden sand/mud, dirt, rock*	CY	$12.00
24	Vehicle Removal *Removal of eligible vehicle*	Unit	$90.00
25	Vessel Removal (Land) *Removal of eligible vessel*	LF	$15.00
26	Carcass Removal *Removal of animal carcasses*	Pound $0.90	~~$1.00~~
27	ROW White Goods *Removal Pick up and haul of white goods to disposal site*	Unit	$40.00
28	Freon Management *Freon management and recycling*	Unit $33.00	~~$35.00~~
29	Demolition of Private Structure -RACM *Demolition, removal and transport of eligible RACM structures*	CY $42.00	~~$45.00~~
30	Demolition of Private Structure non -RACM *Demolition, removal and transport of eligible non-RACM structures*	CY $18.00	~~$20.00~~
31	Electronic Waste *Removal of electronic debris that contains hazardous materials such as cathode ray tubes; includes computers, montiors, and televisions*	Unit	$30.00
32	Silt Removal	CY	$20.00
33	Putrescent Removal *Removal of debris that will decompose or rot (animals or organic fleshy matter)*	Pound	$1.00
34	Bio Waste *Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste, etc.)*	Pound	$4.00
35	Household Hazardous Waste (HHW) *HHW remvoal and disposal*	Pound	$8.50
	Restoration		
36	Clean Fill Dirt	CY	$10.00
	Part B: Eequipment and Labor Rates **Vendor: List your firm's requipment and labor rates as appropriate**		Hourly Rate
37	JD 544 Wheel Loader with debris grapple	Hour	$150.00
38	JD 644 Wheel-Loader with debris grapple	Hour	$175.00
39	Extendaboom Forklift with debris grapple	Hour	$120.00
40	753 Bobcat Skid Steer Loader with debris grapple	Hour	$125.00
41	753 Bobcat Skid Steer Loader with bucket	Hour	$125.00
42	753 Bobcat Skid Steer Loader with street sweeper	Hour	$125.00
43	30 - 50 HP Farm Tractor with box blade or rake	Hour	$55.00
44	2 - 2 1/2 cu. yd. Articulated Loader with bucket	Hour	$150.00
45	3 - 4 cu. yd. Articulated Loader with bucket	Hour	$165.00
46	JD 648E Log Skidder, or equivalent	Hour	$125.00
47	CAT D4 Dozer	Hour	$100.00

48	CAT D6 Dozer	Hour	$125.00
49	CAT D8 Dozer	Hour	$200.00
50	CAT125 - 140 HP Motor Grader	Hour	$110.00
51	JD 690 Trackhoe with debris grapple	Hour	$100.00
52	JD 690 Trackhoe with bucket & thumb	Hour	$100.00
53	Rubber Tired Trackhoe with debris grapple	Hour	$165.00
54	JD 310 Rubber Tire Backhoe with bucket and hoe	Hour	$165.00
55	Rubber Tired Excavator with debris grapple	Hour	$165.00
56	210 Prentiss Knuckleboom with debris grapple	Hour	$130.00
57	Self-Loader Scraper Cat 623 or equivalent	Hour	$195.00
58	Hand Fed Debris Chipper	Hour	$25.00
59	300 - 400 Tub Grinder	Hour	$420.00
60	800 -1,000 HP Diamond Z Tub Grinder	Hour	$600.00
61	30 Ton Crane	Hour	$180.00
62	50 Ton Crane	Hour	$200.00
63	100 Ton Crane (8 hour minimum)	Hour	$400.00
64	40 - 60' Bucket Truck	Hour	$100.00
65	Service Truck	Hour	$95.00
66	Water Truck	Hour	$70.00
67	Portable Light Plant	Hour	$25.00
68	Equipment Transports	Hour	$140.00
69	Pickup Truck, unmanned	Hour	$20.00
70	Self-loading Dump Truck with knuckleboom & debris grapple	Hour	$190.00
71	Single Axle Dump Truck, 5 - 12 Cu. Yd.	Hour	$50.00
72	Tandem Dump Truck, 16 - 20 Cu. Yd.	Hour	$75.00
73	Trailer Dump Truck, 24-40 Cu. Yd.	Hour	$85.00
74	Trailer Dump Truck, 41-60 Cu. Yd.	Hour	$105.00
75	Trailer Dump Truck, 61 - 80 Cu. Yd.	Hour	$130.00
76	Power Screen	Hour	$225.00
77	Stacking Conveyor	Hour	$40.00
78	Off Road Trucks	Hour	$190.00
	Hourly Labor Rates and Personnel Description		
79	Operations Manager	Hour	$75.00
80	Superintendent with truck, phone & radio	Hour	$65.00
81	Foreman with truck, phone & radio	Hour	$60.00
82	Safety/Quality Control Inspector with vehicle, phone & radio	Hour	$55.00
83	Inspector with vehicle, phone & radio	Hour	$38.00
84	Climber with gear	Hour	$125.00
85	Saw Hand with chainsaw	Hour	$40.00
86	Laborers & Flagmen	Hour	$35.00
87	Timekeeper	Hour	$35.00
88	HazMat Professional	Hour	$200.00
89	Household HazMat Inspection & Removal Crew	Hour	$135.00
	Materials Description		
90	Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	Hour	$18.00

*Note: All equipment descriptions submitted will be in accordance with the FEMA "Typed Resource Definitions".

**Note: All equipment rates include the cost of the operator, fuel, maintenance, and insurance and must be capable of handling a minimum of 100 cubic yards of material.
***Note: All labor rates include the cost of personal protective equipment including, but not limited to: hard hat, traffic safety vest, steel-toed footwear, leggings and protective eyewear.

BAFO - All the following notes will remain.

CrowderGulf Pricing NOTES:

For line item 9 - DMS to Final Disposal - our rate is for up to 30 miles. For miles over 30 please add $0.35 per CY per Mile.

For Tree Operations - line items 13-18, our rate is for cut and drop only. All remaining debris will be hauled under ROW rates.

All tipping / disposal fees for all line items will be a pass through cost at no markup.

Hourly Equipment Rates - Description	Unit	Price
JD 544 Wheel Loader with debris grapple	Hour	$150.00
JD 644 Wheel-Loader with debris grapple	Hour	$175.00
Extendaboom Forklift with debris grapple	Hour	$120.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	$125.00
753 Bobcat Skid Steer Loader with bucket	Hour	$125.00
753 Bobcat Skid Steer Loader with street sweeper	Hour	$125.00
30 - 50 HP Farm Tractor with box blade or rake	Hour	$55.00
2 - 2 1/2 cu. yd. Articulated Loader with bucket	Hour	$150.00
3 - 4 cu. yd. Articulated Loader with bucket	Hour	$165.00
JD 648E Log Skidder, or equivalent	Hour	$120.00
CAT D4 Dozer	Hour	$100.00
CAT D6 Dozer	Hour	$125.00
CAT D8 Dozer	Hour	$200.00
CAT125 - 140 HP Motor Grader	Hour	$110.00
JD 690 Trackhoe with debris grapple	Hour	$100.00
JD 690 Trackhoe with bucket & thumb	Hour	$100.00
Rubber Tired Trackhoe with debris grapple	Hour	$165.00
JD 310 Rubber Tire Backhoe with bucket and hoe	Hour	$100.00
Rubber Tired Excavator with debris grapple	Hour	$165.00
210 Prentiss Knuckleboom with debris grapple	Hour	$130.00
Self-Loader Scraper Cat 623 or equivalent	Hour	$195.00
Hand Fed Debris Chipper	Hour	$25.00
300 - 400 Tub Grinder	Hour	$445.00
800 -1,000 HP Diamond Z Tub Grinder	Hour	$600.00
30 Ton Crane	Hour	$180.00
50 Ton Crane	Hour	$200.00
100 Ton Crane (8 hour minimum)	Hour	$400.00
40 - 60' Bucket Truck	Hour	$100.00
Service Truck	Hour	$95.00
Water Truck	Hour	$70.00
Portable Light Plant	Hour	$25.00
Equipment Transports	Hour	$140.00
Pickup Truck, unmanned	Hour	$20.00
Self-loading Dump Truck with knuckleboom & debris grapple	Hour	$190.00
Single Axle Dump Truck, 5 - 12 Cu. Yd.	Hour	$50.00
Tandem Dump Truck, 16 - 20 Cu. Yd.	Hour	$75.00
Trailer Dump Truck, 24-40 Cu. Yd.	Hour	$85.00
Trailer Dump Truck, 41-60 Cu. Yd.	Hour	$105.00
Trailer Dump Truck, 61 - 80 Cu. Yd.	Hour	$130.00
Power Screen	Hour	$225.00
Stacking Conveyor	Hour	$40.00
Off Road Trucks	Hour	$190.00

Hourly Labor Rates and Personnel Description	Unit	Price
Operations Manager	Hour	$75.00
Superintendent with truck, phone & radio	Hour	$65.00
Foreman with truck, phone & radio	Hour	$60.00
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	$55.00
Inspector with vehicle, phone & radio	Hour	$38.00
Climber with gear	Hour	$125.00
Saw Hand with chainsaw	Hour	$40.00
Laborers & Flagmen	Hour	$35.00
Timekeeper	Hour	$35.00
HazMat Professional	Hour	$200.00
Household HazMat Inspection & Removal Crew	Hour	$135.00

Materials Description	Unit	Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	$18.00

NOTES:

1. The equipment, labor and material rates shown above are for tasks requested by the Client which are not covered in the rates (per cubic yard) for normal debris removal and reduction.

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

WILLIAMSON COUNTY
ADDENDUM
FOR
FEMA RELATED PURCHASES
(Required FEMA Contract Provisions)

THE UNDERSIGNED CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING FEMA REQUIRED CONTRACT PROVISIONS TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE UNDER THE CONTRACT DESCRIBED HEREINBELOW, WHICH IS BETWEEN CONTRACTOR AND WILLIAMSON COUNTY, TEXAS ("County"). CONTRACTOR AND COUNTY HEREBY AGREE THE CONTRACT SHALL BE AMENDED TO INCORPORATE THE TERMS AND CONDITIONS OF THIS ADDENDUM. AS AMENDED, THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT ACCORDING TO ITS TERMS AND CONDITIONS. THIS ADDENDUM SUPERSEDES ANY AND ALL PRIOR UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER. IN THE EVENT THERE IS A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THE CONTRACT AND THE TERMS AND CONDITIONS OF THIS ADDENDUM, THE FOLLOWING TERMS AND CONDITIONS OF THIS ADDENDUM SHALL CONTROL:

SECTION I. TERMINATION

a. *Termination for Cause:* The County reserves the right to terminate the Contract for default if Contractor breaches any of the Contract specifications, terms and conditions, including warranties of the Contractor, if any, or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

b. *Termination for Convenience:* The County may terminate the Contract for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to Contractor. The County reserves the right to extend this period if it is in the best interest of the County. In the

event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

SECTION II. EQUAL EMPLOYMENT OPPORTUNITY

a. The following Section (Equal Employment Opportunity) is applicable for construction contracts.

   i. Construction Work. The regulation at 41 C.F.R.§60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

b. During the performance of this Contract, the Contractor agrees as follows:

   1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

      Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to

instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program

with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SECTION III. DAVIS-BACON ACT (*Applicable for Construction Contracts over $2,000*)

a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

SECTION IV. COPELAND ANTI-KICKBACK ACT (*Applicable for Construction Contacts over $2,000*)

a. Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C.§3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

b. Subcontracts. The Contractor or its subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

c. Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in C.F.R. § 5.122.

SECTION V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. The following Section (Contract Work Hours and Safety Standards Act) is applicable for contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers.

b. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.

d. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.

e. Subcontracts. The Contractor or its subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (e) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any of its subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (b) through (e) of this section.

SECTION VI. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT *(Applicable to Contracts over $150,000)*

a. Clean Air Act:

i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

ii. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.

iii. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Act:

i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

ii. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.

iii. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

SECTION VII. DEBARMENT AND SUSPENSION (*Applicable to Contracts over $25,000*)

a. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to the remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

SECTION VIII. BYRD ANTI-LOBBYING AMENDMENT (Applicable to Contracts over $100,000)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification with the County. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier

up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

SECTION IX. PROCUREMENT OF RECOVERED MATERIALS (*Applicable to Contracts over $10,000 and involves use of certain materials designated by EPA*)

a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   i. Competitively within a timeframe providing for compliance with the Contract performance schedule;

   ii. Meeting contract performance requirements; or

   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

SECTION X. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

b. Prohibitions:

   i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. §200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

   ii. Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan agreement from the Federal Emergency Management Agency to:

      1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical

technology of any system, or as critical technology of any system;

2. Enter into, extend, or renew a contact to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions:

i. This clause does not prohibit contractors from providing:

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are not used as a substantial or essential component of any system; and
   b. Are not used as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting Requirement.

i. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contact performance, or the Contractor is notified of such by a subcontractor as any tier or by any other source, the Contractor shall

report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contact are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known) supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number; or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission od covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

SECTION XI. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

b. For purposes of the clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastic and polymer-based products such as polyvinyl chloride pipe;

aggregates such as concrete; glass, including optical fiber; and lumber.

Contract:

Name of Contract: 24RFP60 Countywide Disaster Related Debris Removal Services

Effective Date of Contract: TBD _____, 20____

Williamson County Solicitation (if applicable):
24RFP60 Countywide Disaster Related Debris Removal Services

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 20____

CONTRACTOR:

CrowderGulf, LLC.
Name of Contractor

Ashley Ramsay-Naile
Authorized Signature

Ashley Ramsay-Naile
Printed Name

Date: July 22, 20 24

24RFP60 Countywide Disaster Related Debris Removal Services

Scoring Summary

July 30, 2024 2:00PM

Supplier	Total / 100 pts	Proposal Requirements and Completeness of Proposal / 5 pts	References, Experiences, Reputation, and Compliance / 20 pts	Debris Management Services / 25 pts	Responsiveness of Proposal / 30 pts	Pricing / 20 pts	
*CrowderGulf, LLC.	100	5	20	25	30	20	**$2,050.30**
Southern Disaster Recovery	98	5	20	25	30	18	**$2,328.65**
Ceres Environmental Services, Inc.	96	5	20	25	30	16	**$2,594.94**
DRC Emergency Services	95	5	20	25	30	15	**$2,723.56**
Gothams LLC	88	4	18	24	27	15	**$2,786.49**
Phillips & Jordan, Inc	88	5	19	24	28	12	**$3,472.00**
Aftermath Disaster Recovery, Inc.	82	4	17	19	29	13	**$3,164.60**
TFR Enterprises, Inc	79	4	18	21	23	13	**$3,080.30**
Custom Tree Care, Inc.	77	3	16	18	22	18	**$2,254.32**
Greenbelt Turf Management LLC.	70	3	16	17	17	17	**$2,355.83**
**NINE3SIX SOLUTIONS LLC	31.75	2.25	6.25	12.75	10.5	0	**Did not bid on every item**

*BAFO was obtained from the highest scoring firm
** Did not bid on all items

Voting Members: [redacted]

Non Voting Members:

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:
2024-1201472

Date Filed:
08/15/2024

Date Acknowledged:
08/19/2024

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

CrowderGulf, LLC.
Mobile , AL 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.

24RFP60
Countywide Disaster Related Debris Removal Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ramsay-Naile, Ashley	Mobile , AL United States	X	
Ramsay, Lyman, M.	Mobile , AL 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:
2024-1201472

Date Filed:
08/15/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CrowderGulf, LLC.
Mobile , AL 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.
24RFP60
Countywide Disaster Related Debris Removal Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ramsay-Naile, Ashley	Mobile , AL United States	X	
Ramsay, Lyman, M.	Mobile , AL 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) (zip code) (country)

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

Executed in Mobile County, State of Alabama, on the 15th day of August (month), 2024 (year).

Ashley Ramsay-Naile

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **36.**

Meeting Date: 08/27/2024

Juvenile Justice Center Addition - Supplemental Agreement No. 3 for Design & Engineering Services

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Supplemental Agreement No. 3 to the Agreement for Design and Engineering Services between Williamson County and BLGY, Inc. being dated effective April 5, 2022 relating to the Juvenile Justice Center Addition.

Background

This Supplemental Agreement No. 3 to the Agreement for Design & Engineering Services is made to compensate the firm for the additional services of providing an Asbestos Survey pertaining to the Juvenile Justice building area undergoing renovation.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JJC Addition_PSA_SA3

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/21/2024 10:38 AM
County Judge Exec Asst.	Becky Pruitt	08/22/2024 07:56 AM
Form Started By: Christy Matoska		Started On: 08/21/2024 09:08 AM
Final Approval Date: 08/22/2024		

SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Juvenile Justice Center Addition** ("Project")

ARCHITECT/ ENGINEER: **BLGY, Inc.** ("A/E")
Brody Harris, Senior Project Manager
1 Chisholm Trail Road, Suite 340
Round Rock, TX 78681

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. 3 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **April 5, 2022**("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **obtain an Asbestos Survey for the Juvenile Justice building area undergoing renovation**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services

- Conduct a scope of work/renovation ACM investigation of the building area(s) where building is undergoing renovation only; and
- Prepare a report on the asbestos sampling investigation

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Twenty-One Thousand Four Hundred Fifty-Three Dollars ($21,453.)**.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services 5/16/2026.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
BLGY, Inc.

By: 
Signature

Brody Harris
Printed Name

Senior Project Manager
Title

Date Signed: 8/21/24

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
ACCESS CONTROL		
	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
		No Piano Hinges on Doors
		Key boxes & specefic key box for elevator(s)
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
		All feeders and branch circuits shall be installed in EMT, IC, or Rigid conduit unless specifically noted in these specifications.
		No MC cable will be used unless specifically approved.
	FIXTURES	LED fixtures or equivalent energy use.
		all fixtures installed in acoustical ceilings shall have a minimum of two independent support hangers tied to structure.
	LIGHTING MOUNTS	No Tapcon masonry mounts since the fixtures are likely to pull-out of masonry walls
	LIGHTING CONTROLS	Acuity - Schedule lighting scene programming 30-days after Occupant move-in.
	EXTERIOR LIGHTING	No photocells - Lighting should be run off a separate ZN card and automated logic controlled with updated graphics
		Light poles anywhere near vehicle areas must be set on concrete base 36-in high to prevent vehicle damage.
	AS-BUILT PLANS	Must include conduit pathways and sizes, j-box locations and sizes, and circuitry
		Label ceiling grid for concealed electrical disconnects
FIRE PROTECTION		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night (non propietary E.g. Farenhyt)
		CO detectors, if required, shall be located in the interior of the building, in the occupied space being monitored. No CO duct detectors allowed.
		Building that are being expanded (added onto), shall expand on the existing system using only system compatible equipment by manufucturer.
		Wireless dialer will be used for notification to monitoring company - No POTS lines and will be set up with JCI monitoring.
		Supply facilities fire systems specialist with fire panel program and all passcode levels.
		Fire Alarm panel/room must have internet connectivity
	PLANS	Update whole building plans (digital) and coordinate update of fire panel info and device labeling
	SPRINKLER	All saddle tap connections require the removed tab to be hung beneath the tap created. Hanging with wire is acceptable.
GENERAL		
	ADA	Meets all current ADA Standards.
	CODE COMPLIANCE	Meets Wilco Adoped Codes
	TRAINING	Provide training for specialty systems/items
INTERIORS		
	SOUND BATTS	Install sound batting at office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation or deck insulation.
	CEILINGS	Sound deadening Accoustical Tile, not light weight foam type.
		Label ceiling grid for concealed equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	RESTROOM PARTITIONS	No laminate surfaces allowed
	RESTROOM MIRRORS	Frameless type. DO NOT butt to counter or backsplash below.
IT		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.

	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware
	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.
		No shade trees to interfere with signage, lighting or utilities.
MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
		spare carpet tiles, ladders, etc.
	JANITORIAL CLOSET	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
	RESTROOM ACCESSORIES	Automatic hand dryers at restrooms.
		Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers provided by Wilco contract provider
MECHANICAL		
	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
		Update automated logic graphics and zones (including floor plan graphics)
		Exhaust fans need CT's and automated logic graphic
		Mini splits need bacnet capability or ZN card and automated logic graphic
		(see exterior lighting) No HVAC controls on lighting ZN cards
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
	LABELING	Label ceiling grid for concealed HVAC equipment.
PAINTING		
	PREP	
	PRIME	
	APPLICATION	
	INTERIOR WALLS	Use only wilco standard colors and materials, DO NOT color-match
PLUMBING		
	LAYOUT	No pluming walls for restrooms on exterior envelope of buildings
	FIXTURES	Automatic (touch-less): toilets, lavatory fixtures.
		Provide plumbing for in-line filtration at all ice-maker locations
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	HOSE BIBS	Specify only freeze-proof hose bibs & inimize
		No exterior hosebibs built into building exterior. Use only in-ground quick-connect
	ICE MACHINES	Locate multi-stage/ multi -cartridge commercial filter for easy maintenance access at each ice machine
	LABELING	Label ceiling grid for concealed equipment locations of water valves
ROOFS		
	ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
	EQUIPMENT LIFTS	Provide cranes in accessible locations to lift repair equipment where rooftop equipment is installed (meet OSHA & ANSI standards)
	WALKWAY MATS	Fully-adhered walkway mats from roof access points to mechanical maintnenance access location for roof top units.
	SOLAR	Design roof structure with the capacity to support future solar panel installation.
STRUCTURAL		

	ENVELOPE	Building envelope should be weather tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise

WAREHOUSE / GARAGE / SHOPS		
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.

Commissioners Court - Regular Session **37.**

Meeting Date: 08/27/2024

Taylor Annex Tax Office Expansion Beck Architecture LLC PSA Amendment 01 (P638)

Submitted For: Dale Butler **Submitted By:** Gretchen Glenn, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Amendment No. 1 to the Agreement for Design and Engineering Services between Williamson County and Beck Architecture, LLC relating to the Taylor Annex Tax Office Expansion (P638).

Background

This Amended Agreement for Design & Engineering services is made to Beck Architecture, LLC for an extended Fee Schedule to include phases II, IV-VII in the total amount of $167,500.00 and to extend the corresponding Production Schedule. All services shall be completed on or before 10/21/26.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Taylor Annex Tax Office Expansion PSA1-A1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 07:58 AM
Form Started By: Gretchen Glenn		Started On: 08/21/2024 11:45 AM
Final Approval Date: 08/22/2024		

AMENDMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Taylor Tax Office Expansion** ("Project")

ARCHITECT/ ENGINEER: **Beck Architecture, LLC** ("A/E")
Nathan Wilcox, AIA, Architect
1401 E 6th St., Bldg 1, Suite 500
Austin, Texas 78702

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AMENDMENT NO. 1 to **Agreement for Design and Engineering Services** ("Amendment No. 1") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed that certain **Agreement for Design and Engineering Services** ("Agreement") being dated effective **July 30, 2024**, wherein A/E agreed to perform certain professional design and engineering services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to Fee Schedule and Production Schedule under Exhibit B and **Exhibit C** of the Agreement**;** and,

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is supplemented, modified and amended as follows:

I. Amendment to Exhibit B – Fee Schedule and Exhibit C – Production Schedule

Exhibit B – Fee Schedule shall be amended and supplanted by the attached Exhibit B which is incorporated herein by reference.

Exhibit C – Production Schedule shall be amended and supplanted by the attached Exhibit C which is incorporated herein by reference.

II. Terms of Agreement Control and Extent of Amendment No. 1

All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:	**COUNTY**:
Beck Architecture, LLC	Williamson County, Texas
By: _____	By: _____
Signature	
Nathan Wilcox	
Printed Name	Printed Name
Principal	
Title	Title
Date Signed: 8.21.2024	Date Signed: _____

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$ 167,500**	100%
75%	**Beck Architecture, LLC**	**$ 125,000**	
25%	**MEP Services**	**$ 42,500**	
Phase I - SCHEMATIC DESIGN		**$ 22,750**	14%
	Beck Architecture, LLC	$ 18,750	
	MEP Services	$ 4,000	
Phase II - DESIGN DEVELOPMENT		**$ 25,750**	15%
	Beck Architecture, LLC	$ 18,750	
	MEP Services	$ 7,000	
Phase III - CONSTRUCTION DOCUMENTS		**$ 35,000**	21%
	Beck Architecture, LLC	$ 25,000	
	MEP Services	$ 10,000	
Phase IV - REGULATORY REVIEW AND PERMITS		**$ 10,250**	6%
	Beck Architecture, LLC	$ 6,250	
	MEP Services	$ 4,000	
Phase V - BIDDING, AWARD, AND EXECUTION		**$ 10,250**	6%
	Beck Architecture, LLC	$ 6,250	
	MEP Services	$ 4,000	
Phase VI - CONSTRUCTION ADMINISTRATION		**$ 57,250**	34%

Beck Architecture, LLC	$	43,750	
MEP Services	$	13,500	
Phase VII - PROJECT CLOSE-OUT	**$**	**6,250**	4%
Beck Architecture, LLC	$	6,250	
MEP Services	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in Exhibit A of the Agreement within Eight Hundred Thirteen (813) calendar days from the Effective Date of the Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and estimated target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Effective Date of the Agreement	**7/30/2024**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	09/26/24
30% Plans, Specifications and Estimate deliverables	10/28/24
County written authorization to proceed to next phase	11/18/24
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	12/18/24
County written authorization to proceed to next phase	01/08/25
Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	02/17/25
Complete Plans, Specifications and Estimate deliverables	03/18/25
County written authorization to proceed to next phase	04/08/25
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	05/08/25
Plans submittal to TDLR and Permit application submittal to City	05/15/25
Construction Permits received from City	06/16/25
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	06/23/25

County advertises project for Bid	07/15/25
Contract Award	08/14/25

Phase VI - CONSTRUCTION ADMINISTRATION□

Contractor Notice to Proceed	08/21/25
Construction Substantial Completion	08/21/26

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	09/21/26

All services shall be complete on, or before: **10/21/26**

Commissioners Court - Regular Session **38.**

Meeting Date: 08/27/2024

Approval of Renewal #2 of Contract #22IFB151 Tree Limb Chipping with RHB Construction, Inc. for Road and Bridge Department

Submitted By: Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the extension of Contract #22IFB151 for Tree Limb Chipping, renewal #2, for the same pricing, terms, and conditions as the existing contract, with RHB Construction Inc, and authorizing execution of the renewal agreement.

Background

This is a continuation of the contract renewal #2, running 20 Dec 2024 - 19 Dec 2025. The Road and Bridge Department has confirmed the vendor met all the County requirements on this contract and requests renewal. The funding source is 01.0200.0210.003541. Department Point of Contact Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #2 RHB

Form 1295 RHB

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/14/2024 12:07 PM
Purchasing (Originator)	Joy Simonton	08/21/2024 04:59 PM
Form Started By: Cheryl Johnson		Started On: 08/14/2024 11:44 AM
Final Approval Date: 08/21/2024		

WILCO
PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	**22IFB151**	**Department:**	Road and Bridge/County Engineer
Vendor Name:	**Tree Limb Chipping Services-RHB**		
Purpose/Intended Use of Product or Service (summary):			
22IFB151 - Tree Limb Chipping Services-RHB RENEWAL #2			
Type of Contract:	IFB	**Start Date:**	20 Dec 2024
Purchasing Contact:	CHERYL JOHNSON	**End Date:**	19 Dec 2025
Department Contact:	Kelly Murphy		

- **Williamson County wishes to extend this bid/proposal for the same price, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 2	20 Dec 2024 - 19 Dec 2025
Renewal Option Period 1	20 Dec 2023 - 19 Dec 2024
Initial Contract Period	20 Dec 2022 - 19 Dec 2023

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

Vendor RHB Construction

Name Ron Hummel

Title V.P.

Signature _____

Date 8-19-24

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

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

22IFB151 TREE LIMB CHIPPING FY23/24/25 Pricing				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT**	**UNIT PRICE**
1	Mobilization	1	EA	12,000.00
2	Cost per crew (as defined in the General Notes and Technical Specs)	750 HRS	Hour	298.5

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:
2024-1196839

Date Filed:
08/06/2024

Date Acknowledged:

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

RHB
Round Rock, TX United States

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

Williamson County

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.

22IFB151
Tree Limb Chipping Service

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

[redacted]

Executed in Williamson County, State of Texas, on the 6 day of 08 (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1196839

Date Filed:
08/06/2024

Date Acknowledged:
08/13/2024

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

RHB
Round Rock, TX United States

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

Williamson County

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.

22IFB151
Tree Limb Chipping Service

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **39.**

Meeting Date: 08/27/2024

Seward Junction Loop North Western Segment Antiquities Permit Application

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the Seward Junction Loop North project, a Road Bond project in Commissioner Precinct 2. Project: P598

Background

The permit requests the approval of an intensive archeological survey and a reconnaissance-level historic resources survey required by the Texas Historical Commission on the Seward Junction Loop North project west of US 183. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of this attached application have been redacted prior to placing on the court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SewardJnctLoopNorthWestUS183-THC-AntiquitiesPermitApp

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 11:47 AM
Form Started By: Marie Walters		Started On: 08/21/2024 05:26 PM
Final Approval Date: 08/22/2024		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Seward Junction Loop North - Western Segment
County (ies) Williamson
USGS Quadrangle Name and Number Liberty Hill (3097-331)
UTM Coordinates Zone 14 E 607295.41 N 3392815.62
Location Liberty Hill, TX
Federal Involvement ❑ Yes ☒ No
Name of Federal Agency N/A
Agency Representative N/A

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Bill Gravell Jr. (County Judge)
Address 710 Main Street, Suite 101
City/State/Zip Georgetown, TX 78626
Telephone (include area code) 512 943-1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Analise Hollingshead
Affiliation SWCA Environmental Consultants
Address 4407 Monterey Oaks Blvd Building 1, Suite 110
City/State/Zip Austin, Texas 78749
Telephone (include area code) 512-476-0891 Email Address: analise.hollingshead@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork July 2024
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Please see the attached scope of work for detailed pedestrian survey and shovel testing of public lands.

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA Austin
Permanent Curatorial Facility CAR-Center for Archaeological Research, San Antonio

IV. LAND OWNER'S CERTIFICATION

I, _____, as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Analise Hollingshead, as Principal Investigator employed by SWCA Environmental Consultants (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature _____ Date 8.08.2024

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov

SWCA
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.®

4407 Monterey Oaks Boulevard
Building 1, Suite 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

August 8, 2024

Rebecca Shelton
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711-2276

Re: Request for Antiquities Permit to Conduct a Cultural Resources Investigation of the Western Segment of the Seward Junction Loop North Project, Williamson County, Texas SWCA Project No. 75482

Dear Ms. Shelton:

This letter is a request for a Texas Antiquities Permit to conduct a cultural resources investigation of the western segment of the Seward Junction Loop North Project (project), in Williamson County, Texas. The proposed project consists of approximately 0.8 mile of proposed roadway within lands owned by Williamson County. As the public lands are owned or managed by a political subdivision of the State of Texas, a Texas Antiquities Permit is required in accordance with the Antiquities Code of Texas (Texas Natural Resource Code, Title 9, Chapter 191) and accompanying Rules of Practice and Procedure (Texas Administrative Code, Title 13, Chapter 26).

If you have any questions or concerns, please feel free to contact me at (281)-733-9791 or analise.hollingshead@swca.com.

Sincerely,

Analise Hollingshead, M.S.
Principal Investigator

PROPOSED SCOPE OF WORK FOR CULTURAL RESOURCES INVESTIGATIONS OF THE WESTERN SEGMENT OF THE SEWARD JUNCTION LOOP NORTH IMPROVEMENT PROJECT, WILLIAMSON COUNTY, TEXAS

Project Landowner and Sponsor – Williamson County
Project Consultant – SWCA Environmental Consultants
Principal Investigator – Analise Hollingshead, M.S.
Architectural Historian – Mitch Ford, M.S.
Date – August 8, 2024

INTRODUCTION

On behalf of Williamson County, SWCA Environmental Consultants (SWCA) proposes to conduct an intensive archaeological survey and a reconnaissance-level historic resources survey in support of the Western Segment of the Seward Junction Loop North Improvement Project (project) in Liberty Hill, Williamson County, Texas. This project represents approximately 0.8 mile (1.3 kilometers [km]) of roadway (including the 0.2-mile spur) and will include six-lane main lanes from U.S. Highway (US) 183 on the east to State Highway (SH) 29 on the west. The right-of-way (ROW) width for the project will be approximately 150 feet (46 meters [m]) for a total direct area of potential effects (APE) of 15.9 acres (6.4 hectares [ha]) (Figures 1 and 2).

Because the project involves lands owned or controlled by Williamson County (a subdivision of the State of Texas), the project will be subject to review under the Antiquities Code of Texas (ACT), and the archaeological field investigation will require a Texas Antiquities Permit. Additionally, the project anticipates review from the Texas Department of Transportation (TxDOT) as portions of the project are located on road intersections managed by the agency. As a result, the investigations proposed below are designed to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA) (54 United States Code 306108) and its implementing regulations (36 Code of Federal Regulations [CFR] 800) and the ACT.

SWCA proposes to conduct an intensive archaeological pedestrian survey with subsurface testing of the entire 15.9-acre (6.4-ha) project (i.e., the direct APE) (see Figure 2). The goal of the work will be to relocate any previously recorded prehistoric and historic-age archaeological sites in the APE; locate any previously undiscovered archaeological sites; establish vertical and horizontal site boundaries, as appropriate with regard to the APE; and evaluate the significance and eligibility of any site recorded for eligibility for listing in the National Register of Historic Places (NRHP) and for designation as a State Antiquities Landmark (SAL). All work will be conducted in accordance with both the ACT and Section 106 of the NHPA.

SWCA also proposes to complete a reconnaissance-level historic resources survey in accordance with Section 106 of the NHPA. The historic resources survey will document and evaluate all historic-age resources built in or before 1979 (45 years prior to the let-date of 2024) within intersecting parcels 150 to 300 feet (46 to 91.5 m) on either side of the proposed project alignment (i.e., indirect APE). Historic-age resources within the APE will be documented and evaluated for NRHP eligibility and potential effects (if applicable).

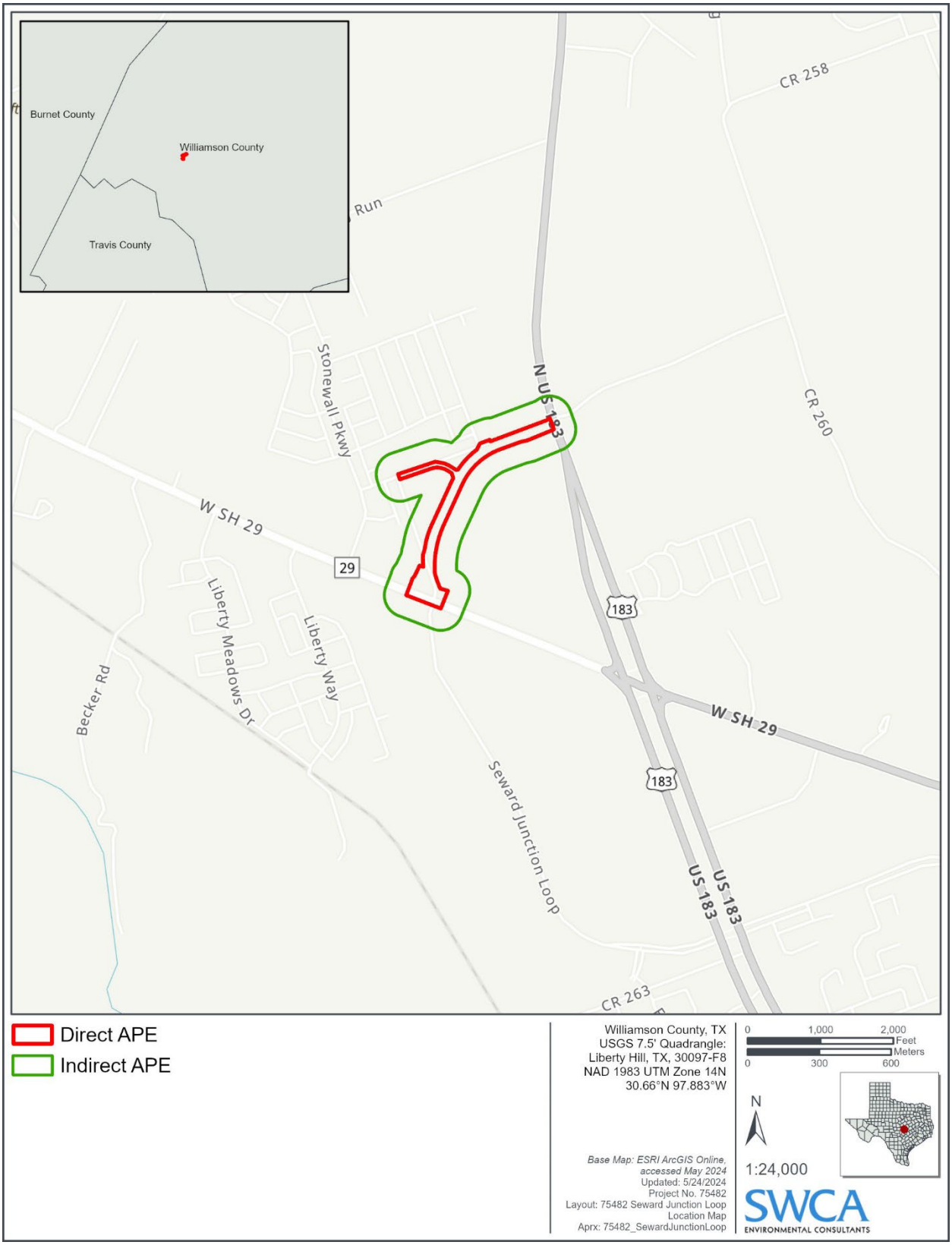


Figure 1. Project location.



Figure 2. APE overview.

Project Description

The APE appears on the *Liberty Hill, Texas* (3097-331), U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle map. The APE is located approximately 2.2 miles (3.5 km) east of Liberty Hill, Texas, and approximately 5.8 miles (9.3 km) north of Leander, Texas. The proposed project would widen and realign the existing two-lane roadway of County Road (CR) 213 to six lanes from US 183 (north terminus) to SH 29 (south terminus). The project would be constructed within an approximately 150-foot-wide (46-m-wide) ROW. Overall, the direct APE encompasses approximately 15.9 acres (6.4 ha) (see Figure 2).

PROJECT SETTING

The APE crosses the Balcones Canyonlands subregion within the Edwards Plateau ecoregion (Griffith et al. 2007). The physiography of the area is described as dissected plateaus and escarpments with stair-stepped topography. Additionally, physiography includes moderate to high gradient streams with bedrock, cobble, and gravel substrates (Griffith et al. 2007:63).

Geology

The underlying geology of the APE consists predominantly of Cretaceous-age Walnut Clay formations including Bee Cave Marl (14.3 acres [5.8 ha]), the Upper Glen Rose Limestone formation (0.8 acre [0.3 ha]), and Cedar Park (0.8 acre [0.3 ha]) (Figure 3) (Barnes 1974; USGS 2024a). These marl formations are typically soft, white marls containing megafossils. The Upper Glen Rose Limestone formation consists of alternating beds of limestone, dolomite, and marl in a resistant and recessive pattern to form a stair-stepped topography. The upper part of this formation consists of thin beds with the lower part of the formation consisting of thicker fossiliferous beds (USGS 2024a).

Soils

According to the Natural Resources Conservation Service (NRCS) (2024), there are four soil series mapped within the APE including: Eckrant cobbly clay; Denton silty clay; the Doss silty clay, moist; and Eckrant stony clay (Figure 4, Table 1). None of these soils are alluvial or aggrading, suggesting almost no potential to contain buried archaeological resources; these soils include the following:

- The Eckrant series consists of a well-drained, moderately slowly permeable soils that are very shallow to shallow over indurated limestone bedrock. These soils are nearly level to very steep and form in residuum derived from limestone. These soils occur on summits, shoulders, and backslopes of ridges on dissected plateaus (NRCS 2024).
- Denton silty clay, 1 to 3 percent slopes, consists of deep, well-drained, slowly permeable soils located on gently sloping backslopes and footslopes of ridges. These soils formed in clayey materials derived from residuum (NCRS 2024).
- The Doss silty clay, moist, 1 to 5 percent slopes, soil series consists of shallow to weakly cemented limestone. The series is a well-drained, moderately slow permeable soil that forms in calcareous loamy and clayey residuum derived from marls and limestone. These gently to moderately sloping soils occur on hill slopes on dissected plateaus (NRCS 2024).

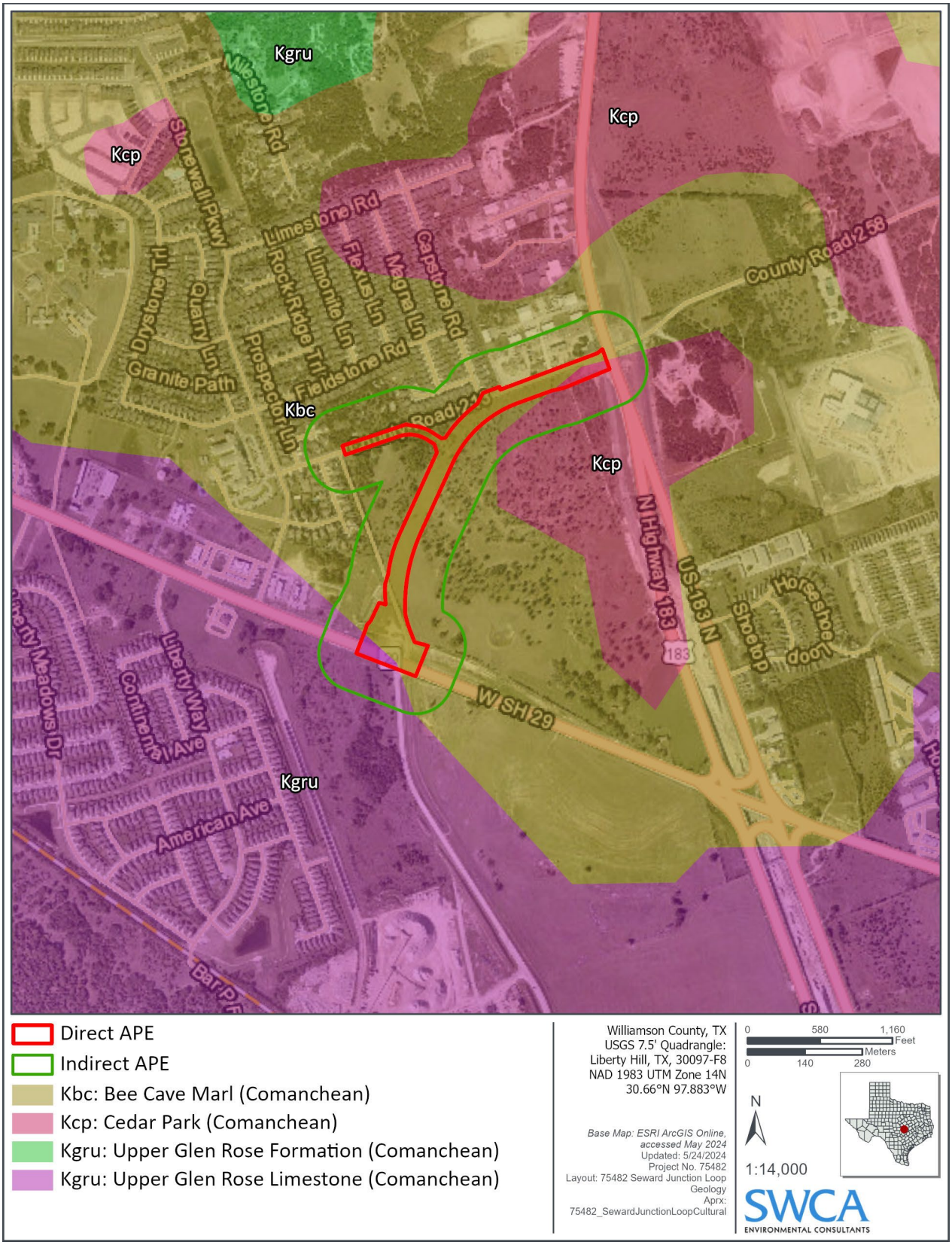


Figure 3. Geology in the APE.



Figure 4. Soils in the APE.

Table 1. APE Soils

Soil Name	Symbol	Acres	Percentage
Eckrant cobbly clay, 1 to 8 percent slopes	EaD	9.50	59.7
Denton silty clay, 1 to 3 percent slopes	DnB	5.74	35.8
Doss silty clay, moist, 1 to 5 percent slopes	DoC	0.58	3.6
Eckrant stony clay, 0 to 3 percent slopes, stony	EeB	0.08	0.5
Total		**15.90**	**100.0**

Source: NRCS (2024).

BACKGROUND REVIEW

An SWCA archaeologist researched the Texas Archeological Sites Atlas (Atlas), a restricted, online database maintained by the Texas Historical Commission (THC) and the Texas Archeological Research Laboratory, for any previously recorded surveys and historic-age or prehistoric archaeological sites located in or within 0.6 mile (1.0 km) of the APE (study area) (THC 2024). In addition to identifying previously recorded archaeological sites, the Atlas review includes the following types of information: NRHP districts and properties, SALs, Recorded Texas Historic Landmarks (RTHLs), Official Texas Historical Markers (OTHMs), cemeteries, and local neighborhood surveys. Listings in Atlas are limited to projects under purview of the ACT or the NHPA; therefore, the Atlas does not necessarily list all previous work conducted within a specific area. However, SWCA made a concerted effort to obtain reports for all previous cultural resources work conducted in the APE.

An SWCA architectural historian reviewed the TxDOT Historic Resources Aggregator (Aggregator), which maps resources and districts determined eligible for the NRHP, National Historic Landmarks, and local historic districts (TxDOT 2024). The Aggregator also has a dataset for the 1936 Texas Centennial Markers, which are eligible for the NRHP under Criterion A for Social History in the *Monuments and Buildings of the Texas Centennial Multiple Property Submission Documentation Form* (TxDOT 2024; Wilson and Smith 2018). SWCA also reviewed the study area for Family Land Heritage (FLH) Centennial Farms identified by the Texas Department of Agriculture (TDA) and locations in the Texas Freedom Colonies Project (TDA 2024; Texas Freedom Colonies Project 2024). No freedom colonies are in the study area per the Texas Freedom Colonies Project Atlas 2.1 (Texas Freedom Colonies Project 2024).

As part of the review, SWCA also examined the TxDOT Historic Overlay, a mapping/geographic information system (GIS) data set with historical maps and resource information covering most portions of the state (Foster et al. 2006), historical USGS quadrangle maps available on the USGS TopoView website (USGS 2024b), and historical aerial photography contained on the Historic Aerials website (Historic Aerials 2024) to determine if any historic-age resources such as potential historical features and/or potential historical structures (PHSs) are located within the project or study areas. There are 66 PHSs and approximately 1.7 miles (2.7 km) of potential historical linear features (single-track railroad segments) within the study area, based on historical map analysis (Figure 5) (THC 2024). Three PHSs are located within or immediately adjacent to (i.e., within 100 feet [30.5 m] of) the direct APE.

Restricted Information

Not for Public Disclosure

The background review identified three previously conducted archaeological surveys, one previous historic resources survey, three previously recorded archaeological sites, and one NRHP-eligible FLH Centennial Farm in the study area (see Figure 5). The Centennial Farm is the Indian Mound Ranch, approximately 0.5 mile (0.8 km) southwest of the proposed project. The project would not impact the historic ranch. One of the previously conducted archaeological surveys is not mapped on the Atlas, but it is listed on the previously recorded archaeological site form; the location and extent of this survey is unknown. Other than the NRHP-eligible Centennial Farm, there are no National Historic Landmarks, NRHP-listed historic districts or properties, SALs, RTHLs, OTHMs, cemeteries, or local neighborhood surveyed resources in the study area.

Previous Cultural Resources Surveys

The background review identified four previously conducted cultural resources surveys (three archaeological and one historic resources) within the study area, one of which (historic resources survey) intersects the APE (see Figure 5) (THC 2024). As previously mentioned, one of the previously conducted archaeological surveys is not mapped on the Atlas, but it is listed on the archaeological site form for site 41WM1154. The surveys were conducted between 2005 and 2019 (Table 2).

In 2019, Cox McLain Environmental Consulting (now Stantec) conducted a reconnaissance-level historic resources survey for the US 183A Project on behalf of TxDOT and the Central Texas Regional Mobility Authority (Riddle et al. 2019). The US 183A Project affirmed the NRHP status of the 1872 Bryson Farmstead (RTHL #5491009323), which was determined eligible for the NRHP in 2006 under Criterion A for Agriculture and Criterion C for Architecture, both at the local level. The 2019 report recommended an additional agricultural resource, a ca. 1890 trough, as a contributing resource to the historic property, as well as the significance area for Criterion A to be changed to Exploration and Settlement; no other surveyed resources were recommended eligible for the NRHP (Riddle et al. 2019).

Table 2. Previously Conducted Cultural Resources Surveys within the Study Area

Atlas No.	Year	Type	ACT Permit No.	Project	Investigators	Agency / Sponsor	Comments
8400004226	N/A	Linear survey	–	Unknown linear survey along SH 29	–	–	No cultural resources recorded within current APE during investigations.
8500011956	2005	Area survey	3825	Williamson CR 258 Improvement Project: A 1.5-mile Segment, North of Seward Junction	Archaeological & Cultural Sciences Group	Williamson County	No cultural resources recorded during investigations.
–	2007	Linear survey	4248	US 183 Improvements from US 183/US 183-A Interchange to SH 29	Hicks & Company	TxDOT / Federal Highway Administration	Site 41WM1154 recorded during survey. Survey not mapped on the Atlas.
–	**2019**	**Historic resources survey**	**–**	**US 183A Phase III**	**Cox McClain Environmental Consultants**	**TxDOT**	**CSJ: 0914-05-192. Bryson Farmstead determined eligible for NRHP.**

Source: THC (2024).

Note: Bolded rows indicate surveys that intersected the APE.

Previously Recorded Archaeological Sites

Three previously recorded archaeological sites (i.e., 41WM1154, 41WM1439, and 41WM1440) were identified within the study area (see Figure 5; Table 3) (THC 2024). All three sites are east of US 183 along the eastern periphery of the study area and are not within or immediately adjacent to the APE. Additionally, these sites have been determined ineligible for the NRHP or ineligible within a previous project's ROW (see Table 3) (THC 2024).

Table 3. Previously Recorded Cultural Resources within the Study Area

Site Trinomial/ Name	Type	Time Period	NRHP/SAL Eligibility	Comments
41WM1154	Historic Debris Scatter	Early Twentieth Century	Ineligible within ROW (THC 8/15/2007)	Contains two large limestone rock piles of undetermined use. Historic-age debris scatter with few temporally diagnostic artifacts including purpled or manganese-bleached glass predating WWI and clear or arsenic-bleached glass manufactured after WWII to present day. East half of site destroyed by US 183.
41WM1439	Prehistoric Lithic Scatter and Historic Artifact Scatter	Unknown Prehistoric and Late Nineteenth to Twentieth Century	Ineligible (THC 5/7/2021)	Prehistoric lithic scatter lacking cultural features or temporally diagnostic artifacts. Historic-age artifact scatter associated with an 1870s house site.
41WM1440	Prehistoric Lithic Scatter	Unknown Prehistoric	Ineligible (THC 5/7/2021)	Shallowly buried prehistoric lithic scatter lacking cultural features or temporally diagnostic artifacts.
Indian Mound Ranch	FLH Centennial Farm	Late Nineteenth to Twentieth Century	Eligible (THC 2022)	Historic-age agricultural complex with an 1870s center-passage house, cemetery, and additional historic-age domestic and agricultural zones.

Source: THC (2024).

NRHP-Eligible Centennial Farm

One FLH Centennial Farm is in the south end of the study area: the 1874 Indian Mound Ranch (TDA 2024) (see Figure 5; see Table 3). Henry Swepson Whitehead established the ranch during the 1870s, along 70 acres (28.3 ha) on the east bank of the South Fork of the San Gabriel River. The Whitehead family raised cattle, oxen, and jacks and grew cotton on the property. Over the years, the ranch expanded from its late-nineteenth century center-passage house along Becker Road and its crossing of the Southern Pacific Railroad, to a rambling agricultural and surface mining complex along the river. The property includes Whitehead Cemetery (WM-C004), a Historic Texas Cemetery (outside of study area). In 1998, the TDA honored the ranch with Centennial Farm designation. In 2022, Cox McLain Environmental Consulting (now Stantec) surveyed the ranch, which was determined eligible for the NRHP by the THC (Campbell and Ford 2022).

Historical Map Review

A total of 66 PHSs were identified within the study area but none are within the direct APE (see Figure 5). Three PHSs were identified immediately adjacent to (i.e., within 100 feet [30.5 m] of) the direct APE. Two historical linear features were also identified in the study area: a segment of the Houston and Texas Central Railway (identified from a 1918 map) and a segment of the Texas and New Orleans Southern Pacific Lines (1934 map). All resources are depicted on reviewed historical maps dating from 1920 to 1966 (see Figure 5) (Foster et al. 2006; Historic Aerials 2024; USGS 2024b).

PROPOSED SCOPE OF WORK

Intensive Archaeological Survey

Once an Antiquities Permit has been obtained, SWCA will conduct an archaeological field survey of the 0.8-mile-long (1.28-km-long) project within an approximately 150-foot-wide (46-m-wide) ROW; the total acreage of the APE is 15.9 acres (6.4 ha). The field survey will be performed by a team of two SWCA archaeologists walking the proposed APE. SWCA archaeologists will survey 100-foot-wide (30.5-m-wide) transects, examining the ground surface for artifacts and features. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed APE. Subsurface explorations will be accomplished through shovel testing. The placement and quantity of these excavations will depend on the level of disturbance within the proposed project boundary and the nature of the soils, geology, and topography.

Shovel tests will be approximately 12 inches (30 centimeters [cm]) in diameter and excavated in arbitrary 8-inch (20-cm) levels to 31 inches (80 cm) below surface unless the bottom of Holocene deposits in depositional areas, subsoil in upland areas, or bedrock are encountered which preclude reaching that depth. The matrix will be screened through ¼-inch mesh. The location of each shovel test will be plotted using a sub-meter accurate GPS receiver, and each test will be recorded on appropriate project field forms. Shovel tests will be excavated according to THC standards. For linear projects, THC standards require a minimum of 16 shovel tests per linear mile of approximately 100-foot-wide (30.5-m-wide) ROW. Any deviations from these standards will be clearly discussed and explained in the resulting report for the investigation. Based on these standards, a minimum of 26 shovel tests will be required for this project. Areas with previously recorded sites or other cultural resources revealed in the archival research will require additional shovel testing to explore the nature of the cultural deposits. In the event that shovel test excavations determine the potential for cultural deposits deeper than 31 inches (80 cm) below surface, SWCA will make recommendations for any areas that would require deep testing (i.e., backhoe trenching) if future impacts from the proposed project are anticipated to be deeper than 31 inches (80 cm) below surface. If deep testing is determined to be necessary, an ACT permit amendment detailing this proposed methodology would be submitted to the THC for review and approval.

Site Documentation

If an archaeological site is encountered during the investigation, it will be explored as much as possible with consideration to land access constraints. All recorded sites will be mapped in detail and plotted on USGS 7.5-minute topographic quadrangle maps with a hand-held, sub-meter accurate GPS unit and appropriate project maps for planning purposes. All discovered sites will be assessed regarding potential significance so that recommendations can be made for property management (i.e., avoidance, non-avoidance, or further work). Existing standing structures more than 45 years in age within the indirect APE will be photographed and documented. A review of historical aerial maps will be conducted, and a preliminary assessment of the structures will be conducted by a Secretary of the Interior-qualified architectural historian to determine their potential significance and age. The analysis will follow National Park Service (NPS) guidelines (Little et al. 2000; NPS 1983).

All discovered cultural resources will be delineated and recorded following CTA standards promulgated by the THC. Upon encountering an archaeological site in the proposed APE, it will be explored as much as possible with consideration of land access constraints. An archaeological site is defined as physical evidence of human activity that is at least 50 years old and contain, or are characterized, by one or more of the following criteria:

- Ten or more artifacts (of any class and type) within a 50-foot (15-m) diameter area. Fire-cracked rock or artifacts that all appear to originate from a single source (e.g., one ceramic pot drop, one broken glass bottle) are not considered a site; however, discrete, single knapping episodes (activity areas) are also treated as a site.
- One or more datable archaeological features (with or without associated artifacts).
- Two or more undatable archaeological features within 100 feet (30.5 m) of each other; or
- A single undatable feature with associated artifacts.

If an archaeological site is discovered during the investigation, SWCA will excavate a minimum of six shovel tests within the site and two delineation shovel tests that are negative for cultural material in each cardinal direction (n=8). Cultural manifestations observed greater than 100 feet (30.5 m) apart will be considered spatially unrelated, and cultural materials that do not fit within the aforementioned archaeological site criteria will be considered Isolated Occurrences. As such, occurrences will be recorded noting the type and quantity of materials, as well as the size and shape of any features, architectural/construction details, possible function, and any potential relationship to nearby cultural materials. Additionally, guidelines set forth by the THC's Guidance for Studying Late 19th-Century and Early 20th-Century Sites (THC 2024b) will be followed for any historic-age sites documented within the APE.

SWCA proposes a non-collection survey. Artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field. This policy will reduce curation costs once the fieldwork is concluded; however, as per the stipulations of the Antiquities Permit, all paperwork and photographs generated during the field investigation must be curated at an approved repository.

The following procedures will be initiated in the event unanticipated human remains are discovered. Should human remains be encountered during construction, work in the immediate area will cease, and the archaeological survey crew and Principal Investigator will evaluate the finding(s) and provide recommendations for how to manage the resource under Texas Health and Safety Code and Chapter 49 of the Texas Code of Criminal Procedure. Notifications will be made to the appropriate law enforcement officials and City of Liberty Hill representative, Williamson County, and the THC immediately upon discovery of human remains by the Principal Investigator. In all cases, the location will be immediately secured with all work to cease within the project area and a buffer zone of at least a 100-foot radius from the discovery. Any human remains will be carefully covered with muslin fabric, geotextile and lightweight plastic sheeting, and reburied under a shallow blanket of soil to prevent unnecessary exposure. Care will be taken to prevent any disturbance of the potential human remains during removal of vehicles and equipment. Until appropriate consultation has occurred, the discovery shall remain protected from any disturbance, such that no human remains, or associated artifacts are touched, moved, or collected. Until consultation is complete, and a removal strategy is defined, the human remains will remain in place (in the ground), protected from natural forces, vandalism, and looting. Construction in the area of discovery may resume only upon approval and/or clearance by Williamson County and the THC (and law enforcement, if applicable).

Historic Resources Survey

SWCA will complete a reconnaissance-level historic resources survey of all historic-age (built in 1979 or earlier) resources within the APE. Historic-age resources include any districts, buildings, structures, objects, and sites identified in the APE. An assessment of effects will be completed for historic-age resources and/or districts that are recommended eligible for the NRHP.

The historic resources will be completed in accordance with TxDOT documentation standards. The direct APE is the proposed project footprint and any permanent or temporary easements. The indirect APE will be 150 feet on either side of the existing CR 213 alignment ROW and temporary/permanent easements, and 300 feet on either side of proposed new ROW along the new alignment in addition to temporary/permanent easements. Williamson Central Appraisal District parcels that intersect the indirect APE will be surveyed for historic resources.

Resource Documentation

An SWCA architectural historian who meets the Secretary of the Interior Professional Qualifications (36 CFR Part 61) will complete survey documentation according to NPS, THC, and TxDOT documentation standards. The architectural historian will document historic-age resources on intersecting parcels within the APE. Nonhistoric-age resources on historic-age resource parcels will be documented with the primary historic-age resource. Resource documentation will adhere to the following parameters:

- Agricultural complexes will be documented according to the *Agricultural Theme Study of Central Texas*, in that they will include extant domestic and agricultural work zones.
- Surveyed parcels will follow Central Appraisal District parcels and will include "donut-hole" parcels from historical agricultural complexes to ensure capture of all associated resources within the complex.
- Each historic-age resource will have at least two photographs. Nonhistoric-age resources will have at least one photograph. Photographs will have a resolution of 1200x1600. A front façade and oblique photograph will be taken of each historic-age resource and will be captioned with photographic direction. Aerial imagery will be used to supplement documentation of obstructed resources.
- Each historic-age resource will be documented on an inventory form with at least two photographs. Nonhistoric-age resources will be documented alongside the primary historic-age resource.
- Livestock tanks will only be documented if they are part of a historic-age agricultural complex.
- Manufactured homes will not be documented, but mobile home parks will be documented as a single historic-age resource.
- Resources will be numbered from north to south. For parcels with multiple resources, the primary historic-age resource will be numbered '1A' and subordinate and/or nonhistoric-age resources will be numbered subsequently (i.e., 1B, 1C, etc.).
- Survey results will have corresponding map figures, which will include the project location, the APE and intersecting parcels, and surveyed resources. If a resource is recommended eligible for the NRHP, a map figure depicting the recommended NRHP boundary for the resource and contributing/noncontributing resources to the NRHP property or district will be provided.

Approximately two survey locations with historic-age resources have been identified. SWCA anticipates the historic-age resources within the APE to have associations with agricultural, domestic, and landscape uses.

Reporting and Curation

SWCA will prepare a draft report of the investigation detailing the results of the archaeological and historic resources surveys. The report will conform to Section 106 of the NHPA, THC, and CTA

reporting standards. The report will document the general nature of the APE, the methodology used in the investigation, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of the cultural resources regarding future development and NRHP/SAL status. This report will also include recommendations, and if applicable, an assessment of effects in regard to the historic resources. SWCA will summarize each documented historic-age resource with a brief architectural description, research findings, integrity assessment, and an NRHP evaluation. Although no historic context will be drafted for this survey, SWCA will use the following literature review to guide documentation and evaluation efforts:

- *A Field Guide to American Houses (Revised): The Definitive Guide to Identifying and Understanding America's Domestic Architecture* by Virginia Savage McAlester (McAlester 2015)
- *Agricultural Theme Study for Central Texas* by David W. Moore Jr., Martha Freeman, and Maryellen Russo (Moore et al. 2013)
- *German Seed in Texas Soil: Immigrant Farmers in Nineteenth-Century Texas* by Terry Jordan (Jordan 1994)
- *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation* by NPS Cultural Resources (NPS 1997)
- *National Register Bulletin 30: Guidelines for Evaluating and Documenting Rural Historic Landscapes* by Linda Flint McClelland, J. Timothy Keller, Genevieve P. Keller, and Robert Z. Melnick (McClelland et al. 1999)

As there is no federal nexus at this time, recommendations will be limited to the regulations stipulated in the NHPA (Assessment of Adverse Effects 36 CFR §800.5) and will not include an assessment of Section 4(f) of the U.S. Department of Transportation Act. SWCA will submit a digital draft copy of the report to Williamson County for review and comment. Once this has been accomplished, SWCA will incorporate any appropriate edits and will submit a final draft report to the THC for review and comment. As part of completing Antiquities Permit requirements, SWCA will furnish two electronic copies of the final report on a tagged PDF formatted CD, as well as APE shapefiles, to the THC, and complete an Abstracts in Texas Contract Archeology Summary form and abstract text online. Field records will be curated at an approved curatorial facility which, in this case, is the Center for Archaeological Research at The University of Texas at San Antonio, per requirements of the ACT.

REFERENCES CITED

Barnes, V. E.
1974 Geologic Atlas of Texas, Austin Sheet. Bureau of Economic Geology, The University of Texas at Austin.

Campbell, Adrienne Vaughan, and Mitch Ford
2022 *Bagdad Road Historic Resources Survey Report*. Cox McLain Environmental Consulting now Stantec. Austin, Texas.

Foster, T.R., T. Summerville, and T. Brown
2006 The Texas Historic Overlay: A Geographic Information System of Historic Map Images for Planning Transportation Projects in Texas. Prepared for the Texas Department of Transportation by PBS&J, Austin.

Griffith, Glenn E., S. A. Bryce, J. M. Omernik, and A. C. Rogers
2007 *Ecoregions of Texas*. Texas Commission on Environmental Quality Surface Water Quality Monitoring Program, Austin, Texas.

Google Earth
2024 Aerial imagery. Available at: www.earth.google.com. Accessed May 2024.

Jordan, Terry G.
1994 *German Seed in Texas Soil: Immigrant Farmers in Nineteenth-Century Texas*. University of Texas Press. Austin, Texas.

Little, Barbara, Erika Martin Seibert, Jan Townsend, John H. Sprinkle, and John Knoerl
2000 *Guidelines for Evaluating and Registering Archeological Properties*. National Register Bulletin 36. National Park Service, US Department of the Interior, Washington D. C.

McAlester, Virginia Savage
2015 *A Field Guide to American Houses: The Definitive Guide to Identifying and Understanding America's Domestic Architecture*. Revised. Knopf. New York City.

McClelland, Linda Flint, J. Timothy Keller, Genevieve P. Keller, and Robert Z. Melnick
1999 National Register Bulletin 30: Guidelines for Evaluating and Documenting Rural Historic Landscapes. U.S. Department of the Interior, National Park Service, Cultural Resources. Washington, D.C.

Moore, David W. Jr, Martha Freeman, and Maryellen Russo
2013 *Agricultural Theme Study for Central Texas*. Historical Studies Report No. 2013-01. Texas Department of Transportation, Environmental Affairs Division, Historical Studies Branch. Austin, Texas.

National Park Service (NPS)
1983 "Archeology and Historic Preservation; Secretary of the Interior's Standards and Guidelines". Federal Register 48, No. 190 (September 29, 1983): 44716–44742. Available at: https://www.nps.gov/subjects/historicpreservation/upload/standards-guidelines-archeology-historic-preservation.pdf. Accessed May 2024.

1997 *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation*. U.S. Department of the Interior, National Park Service, Cultural Resources. Washington, D.C.

Natural Resources Conservation Service (NRCS)
2024 Web Soil Survey. U.S. Department of Agriculture. Available at: http://websoilsurvey.nrcs.usda.gov. Accessed May 2024.

Riddle, Kelsey, Emily Reed, and Sandra Shannon
2019 *Historic Resources Survey Report, Reconnaissance Survey, 183A Phase III*. Cox McLain Environmental Consulting. Austin, Texas.

Texas Department of Agriculture
2024 Family Land Heritage Program. All publications from 1974 to 2022. Available at: https://www.texasagriculture.gov/News-Events/Family-Land-Heritage. Accessed May 2024.

Texas Department of Transportation (TxDOT)
2024 TxDOT Historic Resources Aggregator, TxDOT Environmental Affairs Division. Austin, Texas. Available at: https://txdot.maps.arcgis.com/apps/webappviewer/index.html?id=e13ba0aa78bf4548a8e98758177a8dd5. Accessed May 2024.

Texas Freedom Colonies Project
2024 Texas Freedom Colonies Project Atlas and Study database, Dr. Andrea Roberts, Texas A&M University. Available at: http://www.thetexasfreedomcoloniesproject.com. Accessed May 2024.

Texas Historical Commission (THC)
2024 Texas Archeological and Historic Site Atlas, restricted database. A joint venture of Texas Historical Commission and Texas Archeological Research Laboratory. Available at: http://atlas.thc.state.tx.us. Accessed May 2024.

U.S. Geological Survey (USGS)
2024a Pocket Texas Geology. Available at: https://txpub.usgs.gov/txgeology/. Accessed May 2024.

2024b The National Geologic Map Database (TopoView). Historical topographic map collection. Available at: http://ngmdb.usgs.gov/maps/TopoView/. Accessed May 2024.

Wilson, Bonnie Tipton and Gregory Smith
2018 *Monuments and Buildings of the Texas Centennial National Register of Historic Places Multiple Property Documentation Form*. Texas Historical Commission. Austin, Texas.

Commissioners Court - Regular Session **40.**

Meeting Date: 08/27/2024

Seward Junction Loop North CAR Letter of Transfer

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archaeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the Seward Junction Loop North Project, a Road Bond Project in Commissioner Pct. 2. Project: P598.

Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any records are to be kept by the CAR. A copy of the final report will be provided to the CAR per 13 TAC 26.1 for their records.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SewardJnctLoopNorth-GovntTransferLtr

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 11:36 AM
Form Started By: Marie Walters		Started On: 08/21/2024 05:44 PM
Final Approval Date: 08/22/2024		

Acc CAR _____

CENTER FOR ARCHAEOLOGICAL RESEARCH
GOVERNMENTAL AGENCY CURATION AGREEMENT

This letter documents the transfer of archaeological collections and records from

Williamson County

name of governmental agency and/or subdivision

to the Center for Archaeological Research (CAR), The University of Texas at San Antonio (UTSA), for the following:

Project Seward Junction Loop North - Western Segment

Project No. SWCA No. 75482

County(ies) Williamson Co.

Site No(s)

Permitting Agency TAC Permit # TBD

Description of Materials
Records and photographs generated during pedestrian and shovel test survey

The transfer of the above described documents and materials to CAR is made for the purpose of allowing CAR to retain in trust for Sponsor in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in 13 T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAR may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAR is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as Sponsoring Agency. Unless otherwise prohibited by state or federal law or regulation, CAR agrees that upon the written request of Sponsor, the materials shall be returned to Sponsor for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

Signature - Authorized Agent of Sub. Gov. Agency	Signature - Authorized Agent of Sub. Arch.
	Analise Hollingshead
Authorized Agent of Sponsor (type or print)	Authorized Agent of Sub. Arch. (type or print)
Williamson Co. Judge	Principal Investigator
Title/Position	Title/Position
	8/8/2024
Date	Date
Address:	Address:
710 Main Street, Suite 101	4407 Monterey Oaks Blvd.
Georgetown, TX 78626	Bldg. 1, Suite 110
	Austin, Tx 78749

Commissioners Court - Regular Session **41.**

Meeting Date: 08/27/2024

Amended Possession and Use Agreement for E. Wilco Hwy Seg 2

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 Amended Possession and Use Agreement for Transportation Purposes with Tomasa Terry Gola as Independent Executor of the estate of Alex Gola a/k/a Alex Vacle Gola, Sr. regarding the proposed acquisition of property required for the construction of the E. Wilco Highway Segment 2 project (Parcel 34/34-1). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 10:00 AM
Form Started By: Charlie Crossfield		Started On: 08/21/2024 01:01 PM
Final Approval Date: 08/22/2024		

AMENDED POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	**§**	
	§	Parcel No.: 34/34-1
COUNTY OF WILLIAMSON	**§**	Project: Southeast Loop Seg. 2

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **TOMASA TERRY GOLA, as Independent Executor of the Estate of Alex Gola a/k/a Alex Vacle Gola, Sr.** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing the Southeast Loop Segment 2 roadway project and related appurtenances, drainage facility/grading and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibits "A-B") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use, the County will tender to the Grantor payment in the amount of **ONE MILLION NINE HUNDRED TWELVE THOUSAND SEVEN HUNDRED THIRTY and no/100 DOLLARS ($1,912,730.00)** (the "Entry Deposit"). In connection with the original Possession and Use Agreement for Transportation Purposes between the parties regarding portions of the Property which was recorded as **Document No. 2023007479** of the Official Records of Williamson County, Texas, Grantee paid to Grantor the sum of $1,815,230.00. Therefore, in satisfaction of the terms of this Amended Agreement Grantee shall pay Grantor the additional sum of **NINETY-SEVEN THOUSAND FIVE HUNDRED and 00/100 Dollars ($97,500.00)** within fifteen (15) days following full execution of the Amended Agreement and satisfaction of any title curative items**.**

The County will be entitled to take possession and use of the Property upon tender of payment as set forth in paragraph 3 herein, subject to the conditions in paragraph 13 below, if any. The parties agree that the Entry Deposit tendered represents 100% payment of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the Entry Deposit tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount of the Entry Deposit, then the Grantor agrees that the difference between the amount of the Entry Deposit tendered and the amount of such final settlement or judgment for acquisition of the Property represents an overpayment and, upon written notice from the County, the Grantor will promptly refund the difference between the Entry Deposit and the amount of the settlement or judgment to the County.

3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction (the "Effective Date").

4. The Grantor warrants and represents by, through, and under Grantor but not otherwise, that the title to the Property is free and clear of all liens and encumbrances (and any subsequent updates prior to the Effective Date), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect as of the Effective Date.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be December 1, 2022.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings, except as such removal or construction of improvements may impact or damage the Remainder. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of 100% of the Entry Deposit. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.

10. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

12. It is agreed the County will record this document.

13. Other conditions: Should the Special Commissioners' Award (if any) be greater than the Entry Deposit paid pursuant to paragraph 2 herein, the County shall tender the difference to the registry of the court within 30 (thirty) days of the date that the Special Commissioners' Award is entered.

14. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: N/A

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

Tomasa Gola

Tomasa Terry Gola, as Independent Executor of the
Estate of Alex Gola a/k/a Alex Vacle Gola, Sr.

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 15th day of August, 2024 by Tomasa Terry Gola, in the capacity and for the purposes and consideration recited herein.

STACY A. NOACK
My Notary ID # 12361740
Expires June 28, 2025

Stacy A Noack

Notary Public, State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on _____, 2024 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

EXHIBIT "A"

County: Williamson
Parcel No.: 34
Tax ID: R020599
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 2, 2022

PROPERTY DESCRIPTION FOR PARCEL 34

DESCRIPTION OF A 10.320 ACRE (449,515 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING OF A REMAINDER OF A CALLED 24.17 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO ALEX VACLE GOLA, SR., APRIL 4, 2003 IN DOCUMENT NO. 2003030744, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 10.320 ACRE (449,515 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "BGE INC" found 793.55 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 1,274+32.57 on the existing south right-of-way of F.M. 1660, variable width right-of-way, as depicted on Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, for the most northerly northeast corner of a called 25.01 acre tract of land, described as Tract 1 in a deed to Starlight Homes Texas L.L.C., recorded in Document No. 2021074553, O.P.R.W.C.TX., same being the northwest corner of said remainder of a called 24.17 acre tract;

THENCE S 07°47'03" W, departing the existing south right-of-way of said F.M. 1660, with a common line of said Tract 1 and said remainder of a called 24.17 acre tract, a distance of 747.02 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,161,894.93, E=3,179,760.96) set 230.00 feet left of Southeast Loop E.C.S 270+00.93 on the proposed north right-of-way line of Southeast Loop, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the right;

1) **THENCE** departing a common line of said Tract 1 and said remainder of a called 24.17 acre tract, with the proposed north right-of-way line of said Southeast Loop and said curve to the right, over and across said remainder of a called 24.17 acre tract, having a radius of 3,905.00 feet, through a delta of 13°29'18", an arc length of 919.30 feet, and a chord which bears N 60°01'23" E, a distance of 917.18 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 278+66.08 on the existing south right-of-way of said F.M. 1660;

2) **THENCE** S 63°36'21" E, departing the proposed north right-of-way line of said Southeast Loop, with the existing south right-of-way of said F.M. 1660, a distance of 61.85 feet to a 1/2-inch iron rod found, for the northwest corner of a called 110.56 acre tract of land, described as Tract 3 in said deed to Starlight Homes Texas L.L.C., same being the northeast corner of said remainder of a called 24.17 acre tract and the parcel described herein;

THENCE departing the existing south right-of-way of said F.M. 1660, with the common line of said Tract 3 and said remainder of a called 24.17 acre tract, the following two (2) courses and distances numbered 3-4:

3) S 07°37'07" W, a distance of 473.70 feet to a calculated point, and

4) S 07°55'04" W, a distance of 14.78 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S. 276+41.39 on the proposed south right-of-way line of said Southeast Loop, for the southeast corner of the parcel described herein, said point being the beginning of a curve to the left;

THENCE with the said proposed south right-of-way line of Southeast Loop, over and across said remainder of a called 24.17 acre tract, the following two (2) courses and distances numbered 5-6:

5) With said curve to the left, having a radius of 3,445.00 feet, through a delta of 02°08'25", an arc length of 128.68 feet, and a chord which bears S 62°11'38" W, a distance of 128.68 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 right of Southeast Loop E.C.S. 275+04.11, said point being the beginning of a curve to the left, and

6) With said curve to the left, passing at an arc distance of 832.80 feet a calculated point 176.00 feet right of Southeast Loop E.C.S. 266+36.68, for the beginning of a Control of Access (C.O.A.), and continuing for a total arc distance of 880.19 feet, through a delta of 05°22'35", having a radius of 9,380.00 feet, and a chord which bears S 58°26'08" W a distance of 879.86 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 172.39 feet right of Southeast Loop E.C.S. 265+89.43 on a common line of said Tract 1 and said remainder of a called 24.17 acre tract, for the southwest corner of the parcel described herein, for the end of a C.O.A.;

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7) **THENCE** N 07°47'03" E, departing the proposed south right-of-way line of Southeast Loop, with a common line of said Tract 1 and said remainder of a called 24.17 acre tract, a distance of 579.31 feet to the **POINT OF BEGINNING**, and containing 10.320 acres (449,515 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

**Unable to set at the time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional surveyor.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

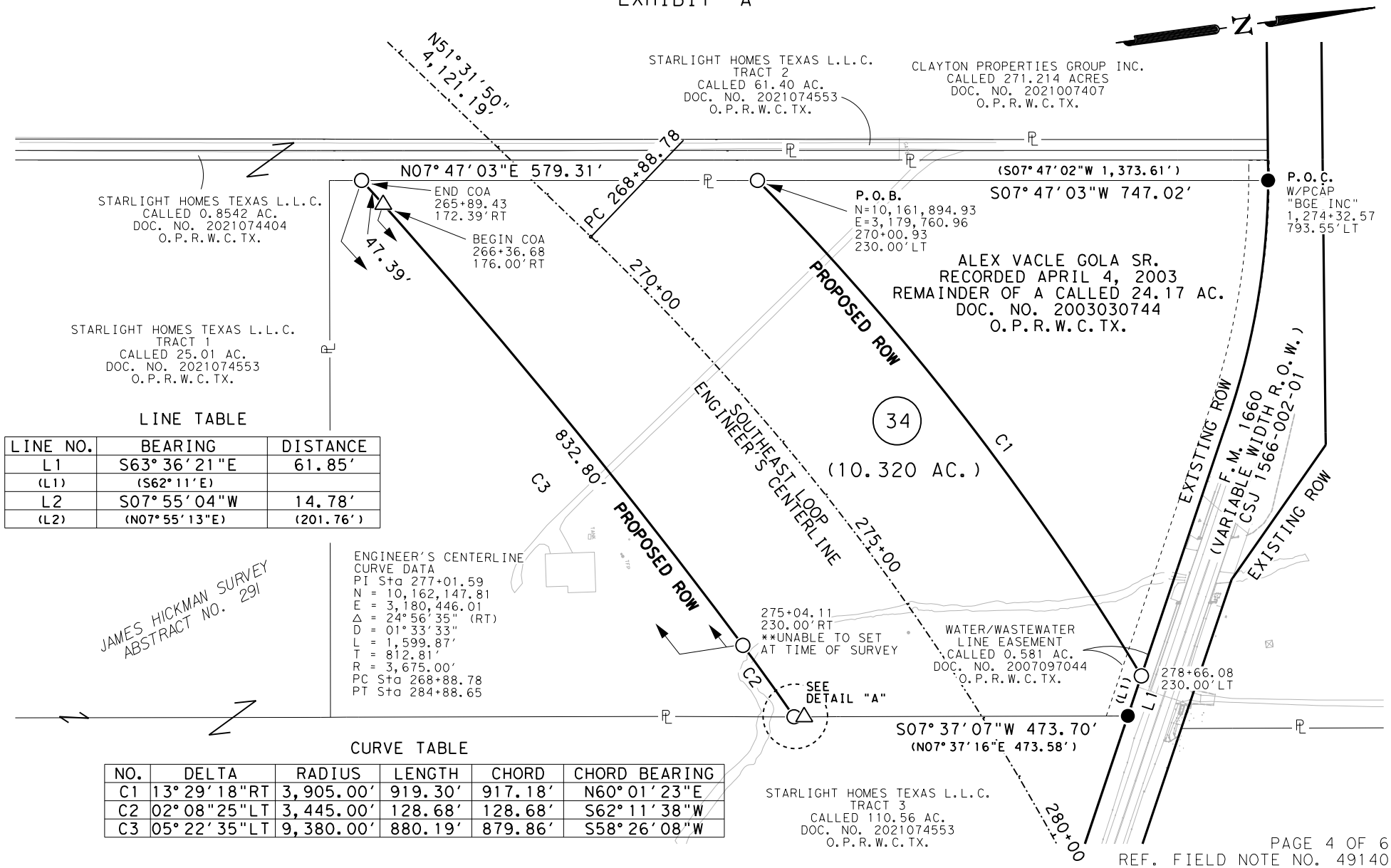
Scott C. Brashear 09/02/2022

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas



EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S63°36'21"E	61.85'
(L1)	(S62°11'E)	
L2	S07°55'04"W	14.78'
(L2)	(N07°55'13"E)	(201.76')

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13°29'18"RT	3,905.00'	919.30'	917.18'	N60°01'23"E
C2	02°08"25"LT	3,445.00'	128.68'	128.68'	S62°11'38"W
C3	05°22'35"LT	9,380.00'	880.19'	879.86'	S58°26'08"W

REF. FIELD NOTE NO. 49140

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\34\PLAT\03\P-34.dgn

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

				REMAINING	6.169 AC. LEFT
EXISTING	*23.249 AC.	ACQUIRE	10.320 AC.	REMAINING	6.760 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ALEX VACLE GOLA SR.
TAX ID: R020599
PARCEL 34
10.320 AC. (449,515 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159136, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 2, 2022, AND ISSUED DATE FEBRUARY 11, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.): (3) THE CONSEQUENCE OF ANY PAST OR FUTURE CHANGE IN THE LOCATION OF THE BED.

1. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 281, PAGE 603, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 282, PAGE 393, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 353, PAGE 40, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 353, PAGE 41, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

5. CHANNEL EASEMENT GRANTED TO STATE OF TEXAS, ACTING THROUGH THE STATE HIGHWAY COMMISSION, AS DESCRIBED IN VOLUME 386, PAGE 369, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. WATER/WASTEWATER LINE EASEMENT GRANTED TO THE CITY OF HUTTO, TEXAS, AS DESCRIBED IN DOCUMENT NO. 2007097044, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-03-21-9J AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ALEX VACLE GOLA, SR. OF RECORD IN DOCUMENT NO. 2019043486, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET EASEMENT, UNABLE TO PLOT, MAY AFFECT)

8. TERMS, CONDITIONS, AND STIPULATIONS IN OIL, GAS AND MINERAL LEASE: RECORDED: VOLUME 2403, PAGE 483, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (DOES NOT AFFECT)

9. THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN AGAINST:
(1) ALL RIGHT, TITLE OR CLAIM OF ANY CHARACTER BY THE UNITED STATES, STATE OF TEXAS, LOCAL GOVERNMENT OR BY THE PUBLIC GENERALLY IN AND TO ANY PORTION OF THE LAND LYING WITHIN THE CURRENT OR FORMER BED, OR BELOW THE ORDINARY HIGH WATER MARK, OR BETWEEN THE CUT BANKS OF A STREAM NAVIGABLE IN FACT OR IN LAW.
(2) RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE WATER.
(LOAN POLICY ONLY)
10. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

11. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

12. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

13. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

14. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

15. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

16. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

REF. FIELD NOTE NO. 49140
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\34\PLAT\03\P-34.dgn

				REMAINING	6.169 AC. LEFT
EXISTING	*23.249 AC.	ACQUIRE	10.320 AC.	REMAINING	6.760 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ALEX VACLE GOLA SR.
TAX ID: R020599
PARCEL 34
10.320 AC. (449,515 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
~~	DISTANCE NOT TO SCALE
———	DEED LINE (COMMON OWNERSHIP)
-I-I-I-	CONTROL OF ACCESS

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159136, EFFECTIVE DATE FEBRUARY 2, 2022, AND ISSUED DATE FEBRUARY 11, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

**UNABLE TO SET AT THE TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

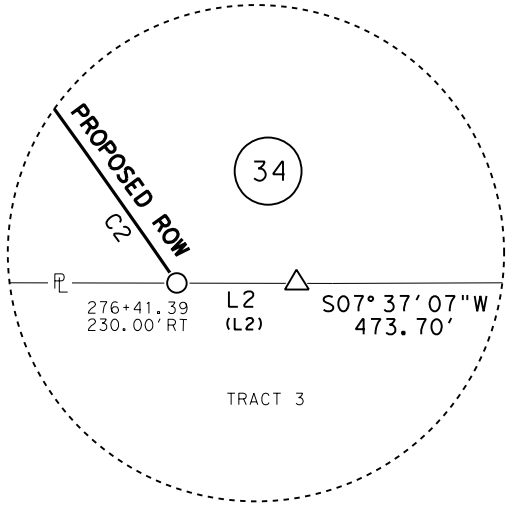
Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

09/02/2022

DATE

EXHIBIT "A"



DETAIL "A"
NOT TO SCALE

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

REF. FIELD NOTE NO. 49140

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\34\PLAT\03\P-34.dgn

EXISTING	*23.249 AC.	ACQUIRE	10.320 AC.	REMAINING	6.169 AC. LEFT
				REMAINING	6.760 AC. RIGHT

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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ALEX VACLE GOLA SR.
TAX ID: R020599
PARCEL 34
10.320 AC. (449,515 SQ. FT.)

EXHIBIT “B”

County: Williamson
Parcel No.: 34-1
Tax ID: R020599
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

May 17, 2024

PROPERTY DESCRIPTION FOR PARCEL 34-1

DESCRIPTION OF A 0.689 ACRE (29,993 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 24.17 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO ALEX VACLE GOLA, SR., APRIL 4, 2003 IN DOCUMENT NO. 2003030744, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.689 ACRE (29,993 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped “BGE INC” found 793.55 feet left of Southeast Loop Engineer’s Centerline Station (E.C.S.) 274+32.57 on the existing south right-of-way of F.M. 1660, variable width right-of-way, as depicted on Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, for the most northerly northeast corner of a called 25.01 acre tract of land, described as Tract 1 in a deed to Starlight Homes Texas L.L.C., recorded in Document No. 2021074553, O.P.R.W.C.TX., same being the northwest corner of said 24.17 acre tract;

THENCE S 07°47’03” W, departing the existing south right-of-way of said F.M. 1660, with the common line of said Tract 1 and said 24.17 acre tract, a distance of 235.00 feet to a 5/8-inch iron rod with an aluminum cap stamped “WILLIAMSON COUNTY” (Surface Coordinates: N=10,162,402.24, E=3,179,830.31) set 610.22 feet left of Southeast Loop E.C.S 273+09.09 on the proposed north right-of-way line of Southeast Loop, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the right;

THENCE departing the common line of said Tract 1 and said 24.17 acre tract, with the proposed north right-of-way line of said Southeast Loop, over and across said 24.17 acre tract, the following seven (7) courses and distances numbered 1-7:

1) with said curve to the right, having a radius of 535.00 feet, through a delta of 03°30’57”, an arc length of 32.83 feet, and a chord which bears S 14°37’14” E, a distance of 32.82 feet to a 5/8-inch iron rod with an aluminum cap stamped “WILLIAMSON COUNTY” set 578.90 feet left of Southeast Loop E.C.S. 273+00.66,

2) S 12°51’46” E, a distance of 127.33 feet to a 5/8-inch iron rod with an aluminum cap stamped “WILLIAMSON COUNTY” set 458.84 feet left of Southeast Loop E.C.S. 272+63.46, said point being the beginning of a curve to the left,

3) with said curve to the left, having a radius of 715.00 feet, through a delta of 15°32’26”, an arc length of 193.93 feet, and a chord which bears S 20°37’59” E, a distance of 193.33 feet to a 5/8-inch iron rod with an aluminum cap stamped “WILLIAMSON COUNTY” set 269.93 feet left of Southeast Loop E.C.S. 272+26.03,

4) S 76°28’56” E, a distance of 55.09 feet to a 5/8-inch iron rod with an aluminum cap stamped “WILLIAMSON COUNTY” set 230.00 feet left of Southeast Loop E.C.S. 272+61.57, said point being the beginning of a curve to the left,

5) with said curve to the left, having a radius of 3,905.00 feet, through a delta of 02°38’32”, an arc length of 180.07 feet, and a chord which bears S 56°01’17” W, a distance of 108.06 feet to a 5/8-inch iron rod with an aluminum cap stamped “WILLIAMSON COUNTY” set 230.00 feet left of Southeast Loop E.C.S. 270+92.10,

6) N 12°15’10” E, a distance of 58.74 feet to a 5/8-inch iron rod with an aluminum cap stamped “WILLIAMSON COUNTY” set 269.89 left of Southeast Loop E.C.S. 271+32.48, said point being the beginning of a curve to the right, and

7) With said curve to the right, having a radius of 815.00 feet, through a delta of 09°55’14”, an arc length of 141.11 feet, and a chord which bears N 24°07’38” W, a distance of 140.94 feet to a 5/8-inch iron rod with an aluminum cap stamped “WILLIAMSON COUNTY” set 408.53 left of Southeast Loop E.C.S. 271+55.69 on the common line of said Tract 1 and said 24.17 acre tract;

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "B"

County: Williamson
Parcel No.: 34-1
Tax ID: R020599
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

8) **THENCE** N 07°47'03" E, departing the proposed north right-of-way line of Southeast Loop, with the common line of said Tract 1 and said 24.17 acre tract, a distance of 266.76 feet the **POINT OF BEGINNING**, and containing 0.689 acres (29,993 sq. ft.) of land.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

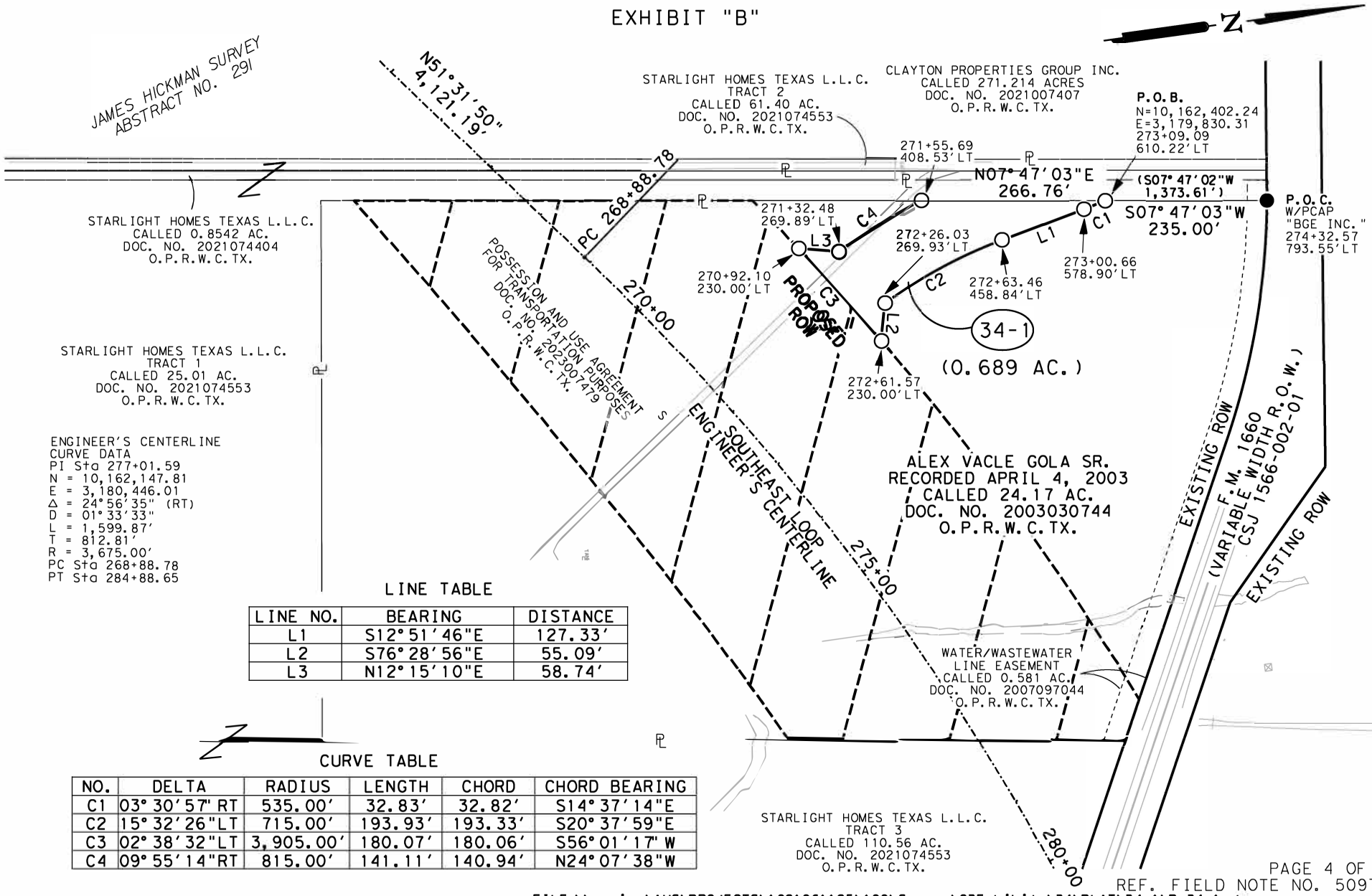
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 5/17/24
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



EXHIBIT "B"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S12°51'46"E	127.33'
L2	S76°28'56"E	55.09'
L3	N12°15'10"E	58.74'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03°30'57" RT	535.00'	32.83'	32.82'	S14°37'14"E
C2	15°32'26"LT	715.00'	193.93'	193.33'	S20°37'59"E
C3	02°38'32"LT	3,905.00'	180.07'	180.06'	S56°01'17" W
C4	09°55'14"RT	815.00'	141.11'	140.94'	N24°07'38"W

REF. FIELD NOTE NO. 50977

FILE:\\saminc\AUS\PROJECTS\102061125\100\Survey\03Exhibits\34\PLAT\34-1\P-34-1.dgn

				REMAINING	5.480 AC. LEFT
EXISTING	*12.930 AC.	ACQUIRE	0.689 AC.	REMAINING	6.761 AC. RIGHT

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ALEX VACLE GOLA SR.
TAX ID: R020599
PARCEL 34-1
0.689 AC. (29,993 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159136, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 2, 2022, AND ISSUED DATE FEBRUARY 11, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.): (3) THE CONSEQUENCE OF ANY PAST OR FUTURE CHANGE IN THE LOCATION OF THE BED.

1. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 281, PAGE 603, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 282, PAGE 393, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 353, PAGE 40, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 353, PAGE 41, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

5. CHANNEL EASEMENT GRANTED TO STATE OF TEXAS, ACTING THROUGH THE STATE HIGHWAY COMMISSION, AS DESCRIBED IN VOLUME 386, PAGE 369, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. WATER/WASTEWATER LINE EASEMENT GRANTED TO THE CITY OF HUTTO, TEXAS, AS DESCRIBED IN DOCUMENT NO. 2007097044, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-03-21-9J AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ALEX VACLE GOLA, SR. OF RECORD IN DOCUMENT NO. 2019043486, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET EASEMENT, UNABLE TO PLOT, MAY AFFECT)

8. TERMS, CONDITIONS, AND STIPULATIONS IN OIL, GAS AND MINERAL LEASE: RECORDED: VOLUME 2403, PAGE 483, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (DOES NOT AFFECT)

9. THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN AGAINST:
(1) ALL RIGHT, TITLE OR CLAIM OF ANY CHARACTER BY THE UNITED STATES, STATE OF TEXAS, LOCAL GOVERNMENT OR BY THE PUBLIC GENERALLY IN AND TO ANY PORTION OF THE LAND LYING WITHIN THE CURRENT OR FORMER BED, OR BELOW THE ORDINARY HIGH WATER MARK, OR BETWEEN THE CUT BANKS OF A STREAM NAVIGABLE IN FACT OR IN LAW.
(2) RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE WATER.
(LOAN POLICY ONLY)
10. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

11. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

12. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

13. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

14. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

15. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

16. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

REF. FIELD NOTE NO. 50977
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\34\PLAT\34-1\P-34-1.dgn

				REMAINING	5.480 AC. LEFT
EXISTING	*12.930 AC.	ACQUIRE	0.689 AC.	REMAINING	6.761 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ALEX VACLE GOLA SR.
TAX ID: R020599
PARCEL 34-1
0.689 AC. (29,993 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)
	CONTROL OF ACCESS

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159136, EFFECTIVE DATE FEBRUARY 2, 2022, AND ISSUED DATE FEBRUARY 11, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

**UNABLE TO SET AT THE TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

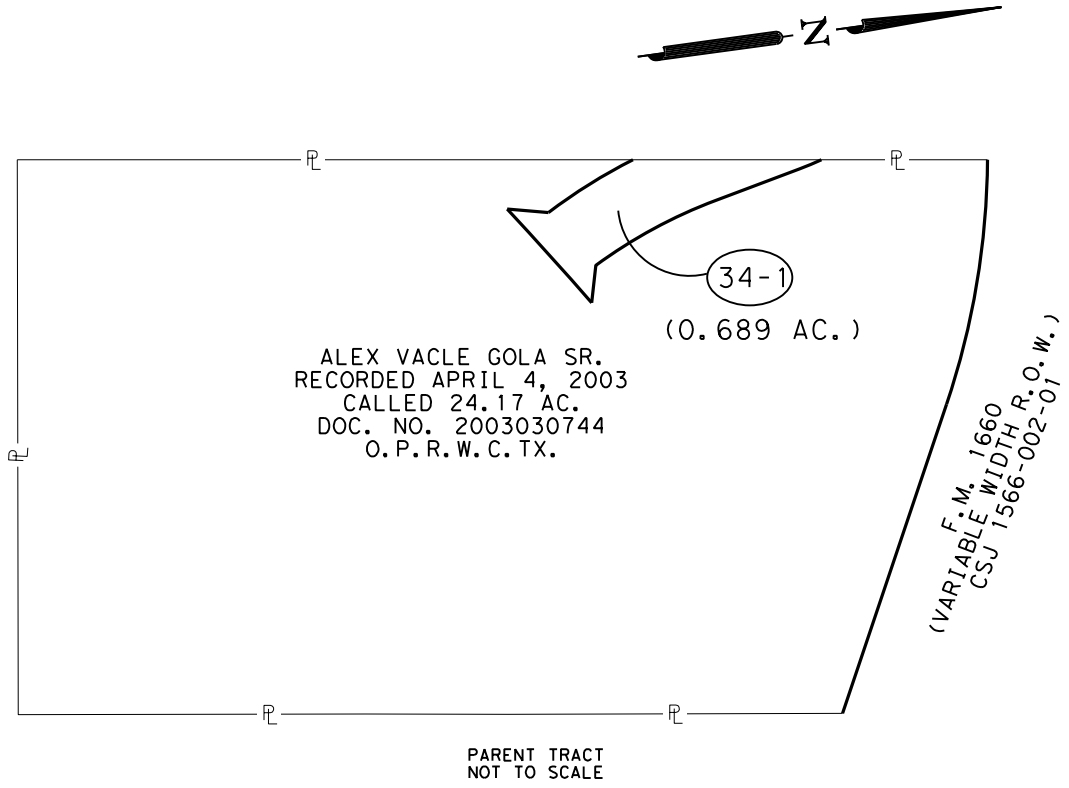
Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

5/17/24

DATE

EXHIBIT "A"



PARENT TRACT
NOT TO SCALE

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

REF. FIELD NOTE NO. 50977

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\34\PLAT\34-1\P-34-1.dgn

				REMAINING	5.480 AC. LEFT
EXISTING	*12.930 AC.	ACQUIRE	0.689 AC.	REMAINING	6.761 AC. RIGHT

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4801 Southwest Parkway
Building Two, Suite 100
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Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ALEX VACLE GOLA SR.
TAX ID: R020599
PARCEL 34-1
0.689 AC. (29,993 SQ. FT.)

Commissioners Court - Regular Session **42.**

Meeting Date: 08/27/2024

CR 255 Temporary Construction 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 Temporary Construction Easement Agreement with Vale Building Group, LLC regarding a temporary right to use a portion of the property for the purpose of constructing the County Road 255 expansion project.(Parcel 17TCE) Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 10:00 AM
Form Started By: Charlie Crossfield		Started On: 08/21/2024 01:05 PM
Final Approval Date: 08/22/2024		

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

STATE OF TEXAS §
§ Parcel No.: 17TCE
COUNTY OF WILLIAMSON § Project: CR 255

This Temporary Construction Easement Agreement (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **VALE BUILDING GROUP LLC** (the "Grantor" whether one or more), grants to the County, its contractors, agents and all others deemed necessary by the County, a temporary right to possession and use of portions of the Grantor's property for the purpose of constructing the County Road 255 expansion project and related appurtenances, channel, drainage and culvert improvements, traffic detour and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "**Exhibit "A**") and made a part of this Agreement by reference (the "Property").

1. For the consideration from the County in carrying out the construction obligations of this Agreement, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the temporary right of entry and possession and use of the Property for the purpose of constructing channel and drainage improvements and appurtenances thereto, and temporary traffic control detour. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project, and shall be in accordance with the plans and specifications as shown on **Exhibit "B"** attached hereto and incorporated herein. This Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others reasonably deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property, if any.

2. Following completion of work within the Property as described herein, if County has removed or damaged improvements, herbage, or planted landscaping within said easement area or otherwise on Grantor's property outside of the construction plans and specifications attached hereto, County shall at its expense restore properties injured by County's activities as closely as commercially possible to substantially the same condition as existed previous to County's entry upon the particular property, taking into account the proposed improvement construction plans as described herein.

   No existing trees shall be removed from the fifteen foot (15') additional workspace area adjacent to the platted drainage/channel easement area as shown on Exhibits A-B. Trees required to be removed in order to accomplish the channel construction plan improvements as shown in Exhibit B shall be removed from the designated drainage/channel easement area only.

3. To the extent allowed by law, County shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of County's agents or employees in the course of their employment in carrying out the purposes of this Easement.

4. This Agreement shall terminate and all use rights and improvements within this limited portion of the Property shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the expiration of the earlier of: (i) twenty-four (24) months from the date of first entry upon the Property for the purposes set out herein; (ii) on the date of completion of construction and acceptance of the Roadway Construction Project facilities upon the Property; or (iii) December 31, 2027.

5. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.

6. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

7. It is agreed the County will record this document.

8. Other conditions: N/A

8. At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its currently proposed uses, unless otherwise agreed to in writing in advance.

[signature pages follow]

GRANTOR:

VALE BUILDING GROUP LLC

By: Edwin Vale J

Name: Edwin Vale Jr

Its: _____

ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Williamson

This instrument was acknowledged before me on August 19, 2024 by Edwin Vale Jr., in the capacity and for the purposes and consideration recited herein.

Evarista M. Dalan

Notary Public, State of Texas

EVARISTA M DALAN
Notary ID #3641358
My Commission Expires
August 23, 2025

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

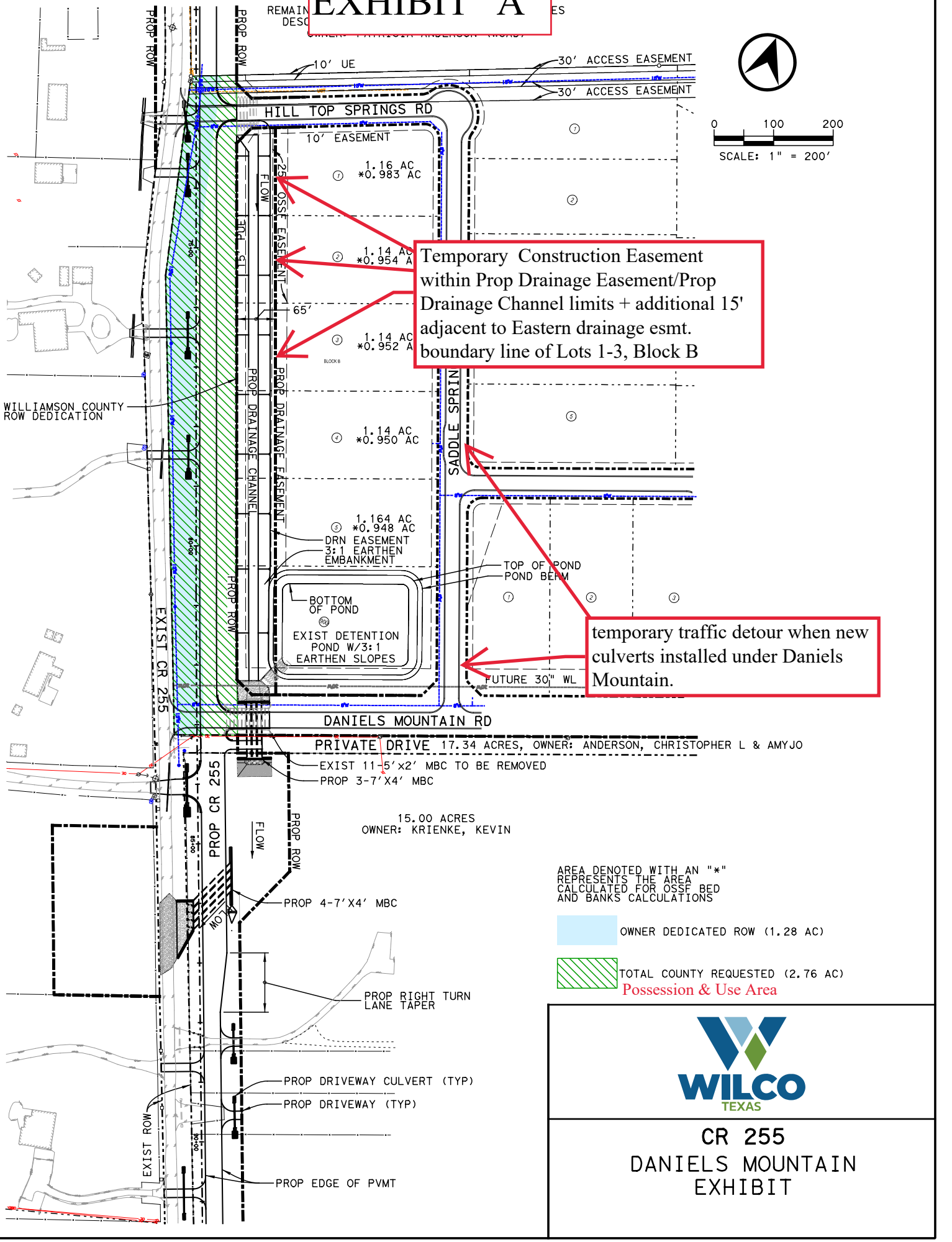
STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on _____ by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

_____

Notary Public, State of Texas

EXHIBIT "A"



Temporary Construction Easement within Prop Drainage Easement/Prop Drainage Channel limits + additional 15' adjacent to Eastern drainage esmt. boundary line of Lots 1-3, Block B

temporary traffic detour when new culverts installed under Daniels Mountain.

WILCO TEXAS

CR 255
DANIELS MOUNTAIN
EXHIBIT

EXHIBIT "B-1"

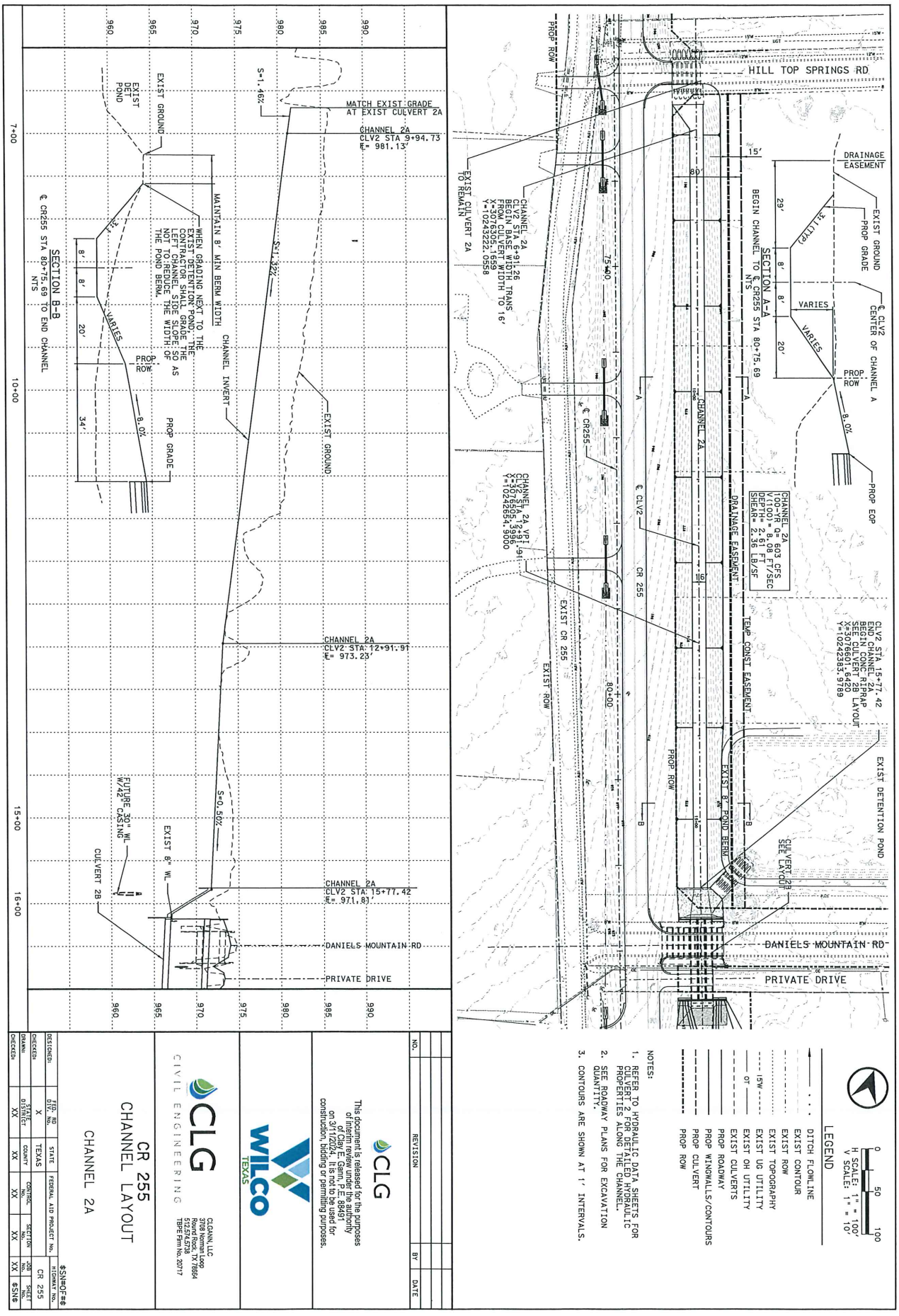
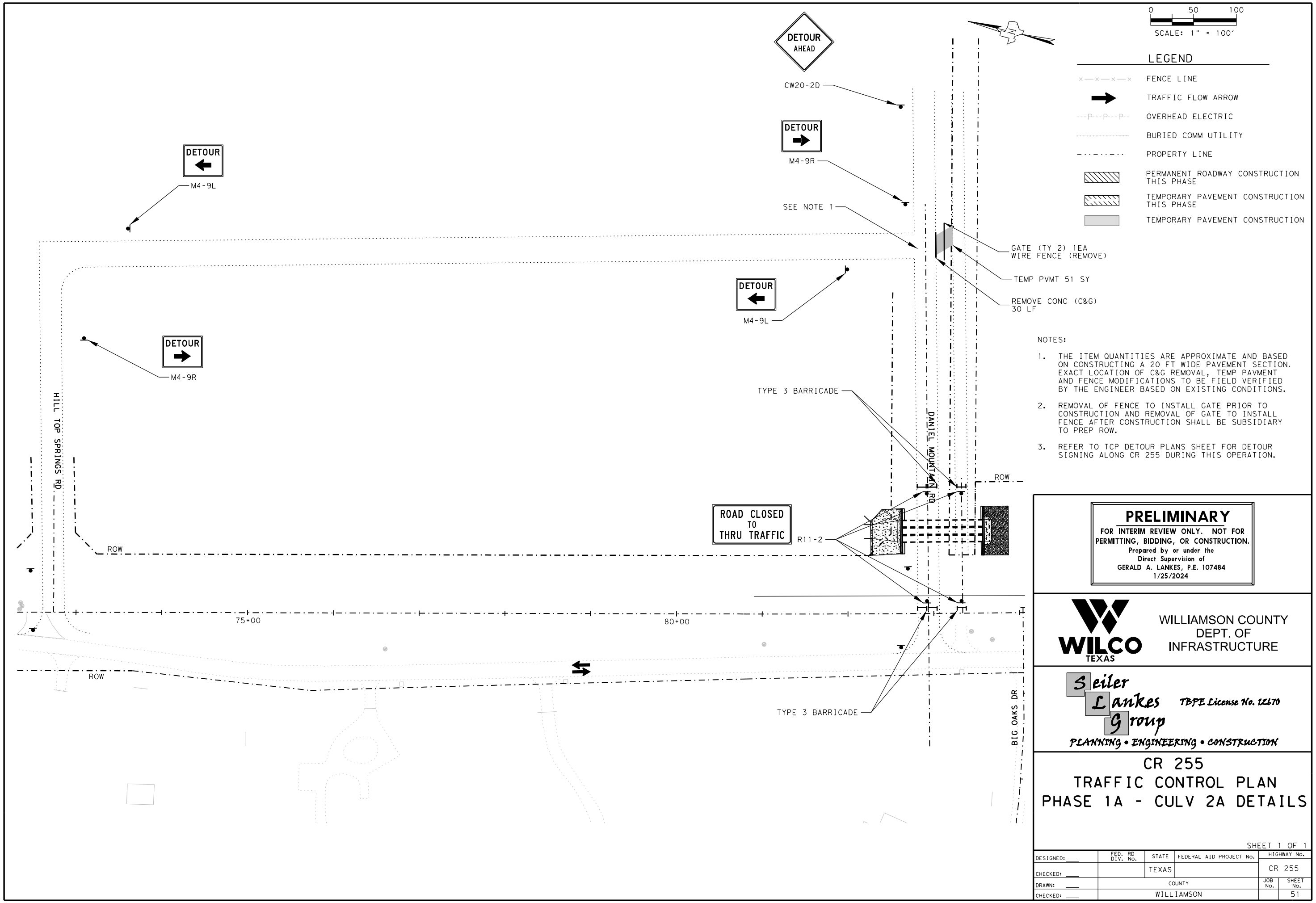

USER: $USER$
DATE: 3/11/2024 9:37:35 AM
SCRIPT: $SCRIPT$
FILE: c:\dgn\clay.gann\dms01862\CR255_CHANNEL2A.dgn
HILL TOP SPRINGS RD
DRAINAGE EASEMENT
EXIST GROUND
PROP GRADE
SECTION A-A
@ CR255 STA 80+75.69
N.T.S.
VARIES
PROP ROW
PROP EOP
@ CLV2
CENTER OF CHANNEL A
CHANNEL 2A
CLV2 STA 9+91.26
BEGIN CULVERT TRANS
FROM CULVERT WIDTH TO 16'
X=3076305.1659
Y=10243222.0558
EXIST CULVERT 2A
TO REMAIN
CHANNEL 2A
CLV2 STA 6+91.26
BEGIN CULVERT TRANS
FROM CULVERT WIDTH TO 16'
X=3076305.1659
Y=10243222.0558
CHANNEL 2A
Q(100)= 8.603 CFS
V(100)= 8.08 FT/SEC
DEPTH= 2.61 FT
SHEAR= 2.36 LB/SF
CHANNEL 2A
CLV2 STA 15+77.42
END CHANNEL 2A
BEGIN CONC RIPRAP
SEE CULVERT 2B LAYOUT
X=3076601.4420
Y=10242383.9789
CHANNEL 2A
CLV2 STA 12+91.91
X=3076605.1986
Y=10242654.9000
@ CR255
@ CLV2
CHANNEL 2A
CR 255
DRAINAGE EASEMENT
TEMP CONST EASEMENT
EXIST CR 255
EXIST ROW
PROP ROW
EXIST DETENTION POND
EXIST 8' WL
POND BERM
CULVERT 2B
SEE LAYOUT
DANIELS MOUNTAIN RD
PRIVATE DRIVE
LEGEND
DITCH FLOWLINE
EXIST CONTOUR
EXIST ROW
EXIST TOPOGRAPHY
EXIST UG UTILITY
EXIST OH UTILITY
EXIST CULVERTS
PROP ROADWAY
PROP WINGWALLS/CONTOURS
PROP CULVERT
PROP ROW
H SCALE: 1" = 100'
V SCALE: 1" = 10'
NOTES:
1. REFER TO HYDRAULIC DATA SHEETS FOR CULVERT AND HYDRAULIC PROPERTIES ALONG THE CHANNEL.
2. SEE ROADWAY PLANS FOR EXCAVATION QUANTITY.
3. CONTOURS ARE SHOWN AT 1' INTERVALS.
MATCH EXIST GRADE
AT EXIST CULVERT 2A
CHANNEL 2A
CLV2 STA 9+94.73
E= 981.13'
S=1.46%
EXIST GROUND
EXIST DET POND
MAINTAIN 8' MIN BERM WIDTH
CHANNEL INVERT
S=1.32%
WHEN GRADING NEXT TO THE EXISTING DETENTION POND, THE CONTRACTOR SHALL SLOPE THE LEFT CHANNEL SIDE SLOPE SO AS NOT TO REDUCE THE WIDTH OF THE POND BERM.
SECTION B-B
@ CR255 STA 80+75.69 TO END CHANNEL
N.T.S.
8'
8'
20'
34'
3:1
VARIES
PROP ROW
8.0%
PROP GRADE
EXIST GROUND
CHANNEL 2A
CLV2 STA 12+91.91
E= 973.23'
S=0.50%
CHANNEL 2A
CLV2 STA 15+77.42
E= 971.83'
FUTURE 30" WL
W/42" CASING
EXIST 8" WL
CULVERT 2B
DANIELS MOUNTAIN RD
PRIVATE DRIVE
7+00
8+00
9+00
10+00
11+00
12+00
13+00
14+00
15+00
16+00
990
985
980
975
970
965
960
NO.
REVISION
BY
DATE
CLG
This document is released for the purposes of interim review under the authority of Stephen Sanders, P.E. 95809 on 3/11/2024. It is not to be used for construction, bidding or permitting purposes.
WILCO TEXAS
CLG
CIVIL ENGINEERING
CLG ENGINEERING, LLC
101 Commercial Loop
Round Rock, TX 78664
512.574.5738
TBPE Firm No. 20717
CR 255
CHANNEL LAYOUT
CHANNEL 2A
DESIGNED:
DRAWN:
CHECKED:
FED. RD DIV. No. X
STATE TEXAS
COUNTY XX
STATE DISTRICT XX
FEDERAL AID PROJECT No.
CONTROL No. XX
SECTION No. XX
JOB No. XX
SHEET No. $SN@
SHEET OF #$
INTERNAT. NO.

EXHIBIT "B-2"



NOTES:

1. THE ITEM QUANTITIES ARE APPROXIMATE AND BASED ON CONSTRUCTING A 20 FT WIDE PAVEMENT SECTION. EXACT LOCATION OF C&G REMOVAL, TEMP PAVMENT AND FENCE MODIFICATIONS TO BE FIELD VERIFIED BY THE ENGINEER BASED ON EXISTING CONDITIONS.
2. REMOVAL OF FENCE TO INSTALL GATE PRIOR TO CONSTRUCTION AND REMOVAL OF GATE TO INSTALL FENCE AFTER CONSTRUCTION SHALL BE SUBSIDIARY TO PREP ROW.
3. REFER TO TCP DETOUR PLANS SHEET FOR DETOUR SIGNING ALONG CR 255 DURING THIS OPERATION.

PRELIMINARY
FOR INTERIM REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
Prepared by or under the Direct Supervision of
GERALD A. LANKES, P.E. 107484
1/25/2024

WILCO TEXAS
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

Seiler Lankes Group
TBPE License No. 12670
PLANNING • ENGINEERING • CONSTRUCTION

CR 255
TRAFFIC CONTROL PLAN
PHASE 1A - CULV 2A DETAILS

SHEET 1 OF 1

DESIGNED:	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
CHECKED:		TEXAS		CR 255
DRAWN:	COUNTY			JOB No. / SHEET No.
CHECKED:	WILLIAMSON			51

USER: eguillerez
DATE: 1/25/2024 3:17
SCRIPT: pw://server.slg-eng.com:Slg-ds/Documents/WILCO302-CR255_CR289/Design_Data/4 - Design/Miscellaneous/CR255_plot.pen
FILE: pw://server.slg-eng.com:Slg-ds/Documents/WILCO302-CR255_CR289/Design_Data/4 - Design/Plan_Set/02_TCP/CR255_TCP_PH1A_CULV_2A_DET.dgn

Commissioners Court - Regular Session **43.**

Meeting Date: 08/27/2024

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 claim for actual moving expenses with Woodlake Outdoor (a tenant) caused by the acquisition of real property required for the construction of the Hero Way project (Parcel 204). 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	08/22/2024 10:02 AM
Form Started By: Charlie Crossfield		Started On: 08/21/2024 01:14 PM
Final Approval Date: 08/22/2024		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Woodlake Outdoor	Parcel No: 204 Project: RM 2234 / Hero Way	County: Williamson

☐ Residence ☒ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other

2. Address of Property Acquired by State: 17600 Ronald Reagan Blvd Leander, Texas Claimant's Telephone No.: [redacted]6	3. Address Moved To: 4170 CR 279 Suite ~~100~~ 404 Leander, Texas 78641
4. Occupancy of Property Acquired by State: From (Date): 04/2021 To (Date of Move): 03/15/2024 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 6 Miles 7. Mover's Name and Address: N/A

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	03	22	2023
b. Date Property Acquired	10	30	2023
c. Date Required to Move	03	30	2024

8. Property Storage (attach explanation)
From (Date): To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): To (Date of Move): N/A

9. Amount of Claim:	
a. Moving Expenses	$
b. Reestablishment Expenses	$25,000.00
c. Searching Expenses	$
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. Total Amount	**$25,000.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Payment of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

[redacted]
Claimant

Date of Claim: 8-16-24

Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 25,000.00

8-21-2024
Date

[redacted]
Relocation Agent

Date

Williamson County Judge

RIGHT OF WAY OF TEXAS, LLC

6101 W. Courtyard Drive, Bldg. 1, Ste. 125, Austin, TX 78730
(O) (512) 372.6220 (F) (512) 372.6221

August 19, 2024

TO: Lisa Dworaczyk, Sheets and Crossfield

FROM: Danny Jackson, Right of Way of Texas

SUBJECT: Business Reestablishment Expense Increased Operating Costs

Williamson County
RM 2243 / Hero Way
Parcel 204

Forms included with this submission include:

Claim for Actual Moving Expenses
Lease Agreement Displacement Site and Replacement Location
W-9
Certificate of Eligibility
Displacement Pictures
Vacancy Pictures
Replacement Pictures
Relocation 90-day letter
Relocation 30-day letter
Offer Letter

REMARKS

Woodlake Outdoor was the tenant occupant for this parcel. They have completed their relocation to a replacement location. They are requesting reimbursement of increased operating costs at their new location. The rent at the displacement location was $3,000/mo., all utilities were tenant responsibility. The replacement rent is $6,000/mo., rent includes water and sewer all other utilities are tenant responsibility. There is a difference of $3,000/mo. X 24/mts = $72,000. The maximum eligible under reestablishment is $25,000. The displacement location was an older residential structure approximately 1,472 sq.ft., on 0.958/acres that was being used as a commercial business. The new location is located in a business warehouse area and is approximately 2,400 sq.ft. The replacement building is approximately 928 sq.ft., larger than the displacement building but does not have the land storage that the displacement site had. The replacement location is typical of the size of commercial/industrial space that is available in this area. Woodlake Outdoor is not renting a space that is excessive to what they were using at the displacement site.

If you have any questions or need any additional information, please do not hesitate to call me at 512-922-5930.

CERTIFICATION OF ELIGIBILITY

Project: RM2243/ Hero Way
Parcel: 204
Displacee: Woodlake Outdoor

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.

_____ Date:
Claimant

_____ Date:
Claimant

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.

_____ Date: 5/4/23
Claimant

DocuSign Envelope ID: A317D48E-A3B4-4276-95A5-BD4EC3023D59

TEXAS REALTORS

Replacement Location

COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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CONCERNING THE LEASED PREMISES AT 4170 CR 279 Ste 400 Leander, TX 78641
between _____ (Landlord)
and _____ (Tenant).

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ADDENDA & EXHIBITS *(check all that apply)*

- [X] Exhibit **Property Exhibit**
- [ ] Exhibit _____
- [ ] Exhibit _____
- [ ] Commercial Property Condition Statement (TXR-1408)
- [X] Commercial Lease Addendum for Broker's Fee (TXR-2102)
- [ ] Commercial Lease Addendum for Option to Extend Term (TXR-2104)
- [ ] Commercial Lease Addendum for Tenant's Right of First Refusal (TXR-2105)
- [ ] Commercial Lease Addendum for Percentage Rent (TXR-2106)
- [ ] Commercial Lease Addendum for Parking (TXR-2107)
- [ ] Commercial Landlord's Rules and Regulations (TXR-2108)
- [X] Commercial Lease Guaranty (TXR-2109)
- [ ] Commercial Lease Addendum for Tenant's Option for Additional Space (TXR-2110)
- [ ] Commercial Lease Construction Addendum (TXR-2111) or (TXR-2112)
- [ ] Commercial Lease Addendum for Contingencies (TXR-2119)
- [X] Information About Brokerage Services (TXR-2501)
- [ ] _____
- [ ] _____
- [ ] _____
- [ ] _____

McAllister And Associates, 1301 CR 271 Leander TX 78641 Phone: 512.965.6160 Fax: . Woodlake Outdoor
Keith Stewart
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

TEXAS REALTORS

COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, IS NOT AUTHORIZED.
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1. PARTIES: The parties to this lease are:

Landlord: **Tiki Real Estate, LLC**
4170 CR 279 Suite 100 Leander, TX 78641; and

Tenant: **Woodlake Outdoor, Inc.**
5072 W. Plano Parkway Suite 280 Plano, TX 75093.

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements *(Check only one box)*:

[X] (1) Multiple-Tenant Property: Suite or Unit Number **400** containing approximately **2,400** square feet of rentable area ("rsf") in _____ *(project name)* at **4170 CR 279 Ste 400** *(address)* in **Leander** *(city)*, **Williamson** *(county)*, Texas, which is legally described on attached Exhibit **Property Exhibit** or as follows:

_____
_____
_____.

[ ] (2) Single-Tenant Property: The real property containing approximately _____ square feet of rentable area ("rsf") at: _____
_____ *(address)* in _____ *(city)*, _____ *(county)*, Texas, which is legally described on attached Exhibit _____ or as follows:

_____
_____
_____.

B. If Paragraph 2A(1) applies:
(1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area [ ] will [ ] will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is **60** months and _____ days, commencing on: **March 15, 2024** (Commencement Date) and ending on **March 14, 2029** (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant

for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the _____ day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot *(optional)*		Base Monthly Rent $
From	To	$ Monthly Rate	$ Annual Rate	
03/15/2024	03/14/2025	/ rsf / month	/ rsf / year	6,000.00
03/15/2025	03/14/2026	/ rsf / month	/ rsf / year	6,150.00
03/15/2026	03/14/2027	/ rsf / month	/ rsf / year	6,300.00
03/15/2027	03/14/2028	/ rsf / month	/ rsf / year	6,450.00
03/15/2028	03/14/2029	/ rsf / month	/ rsf / year	6,600.00
		/ rsf / month	/ rsf / year	

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached *(Check all that apply.)*:

☐ (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)
☐ (2) Commercial Lease Addendum for Parking (TXR-2107)
☐ (3) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before March 15, 2024.

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Tiki Real Estate, LLC
Address: 2785 N. Bagdad Road 78641-4535

RELOCATION ADVISORY ASSISTANCE - PARCEL RECORD

Use Separate Form for Each Displaced Family Unit or Business/Farm/Non-Profit (Print or Type All Information)

Displacee's Name (Include Spouse's Name): Woodlake Outdoor	Parcel No: 204	County: Williamson Project No.: Hero Way
Original Address (Place of Displacement): 17600 Ronald Reagan Blvd Leander Tx 78 Phone No.: Site or Apt. No.: [redacted]	New Address: 4170 CR279 Ste 400 Leander Tx 78641 Phone No.: Site or Apt. No.:	
Gender: ☐ Male ☐ Female	ADA Considerations / Special Needs: None	Ethnic Code: ☑ White ☐ Hispanic ☐ American Indian/Alaskan Native ☐ Black ☐ Asian or Pacific Islander ☐ Other
Fee Interest Before Displacement: ☐ Owner ☒ Tenant		Fee Interest After Relocation: ☐ Owner ☒ Tenant

Existing Lease	Replacement Lease
Date signed: 3-31-2021	Date signed: 2-20-2024
Duration: 3 yrs	Duration: 60 months
Lease amount: $ 3,000/mo	Lease amount: $ 6,000/mo
Utilities included? ☐ yes ☒ no	Utilities included? ☐ yes ☒ no

Business, Farm or Nonprofit Organization

Type of Activity: Land Scape Business	☒ Continued ☐ Terminated
Last two years income: Year 1: $	Year 2: $

Residential Displacements

Type of Property (Single Detached, Multi-Family, etc.)	Number of Persons Actually Living in Dwelling:
Age/Sex/Relationship of Other Household Occupants: N/A	

Total Number of Rooms in Subject:	Number of Bedrooms:	Number of Bathrooms:	Number of Rooms Occupied:	Living Space (Sq. ft.):

Displacee Income:

1. Occupation (Where & What):
2. Gross Last 12 Months $
3. Other sources of eligible income:
4. Welfare (Source & Amounts):

The information contained within this form is being collected to allow the Agency to provide the best possible advisory services and to help identify all possible relocation benefits the displacee(s) is/are eligible for. By signing below I certify, to the best of my knowledge, that all the foregoing information is current and accurate and that no information has been withheld or omitted.

Displacee Signature: _____ Date:

Displacee Name (printed): Title:

Relocation Agent Use Only

Reason displacee verification not included:	Date move plan received/approved:

Relocation Agent's Signature: _____ Date: 5-4-2023

Relocation Agents' Name (printed): Danny Sakam

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Relocation Agent Use Only (continued)			
Date of Occupancy: 4-2021	Date Required to Move: 3-31-2024	Actual Date of Move: 3-15-2024	Distance of Move: 6 miles
Date Notified of Availability of Relocation Payments and Assistance (Services): 2-9-2023			
Date Displacee Offered Assistance in Locating Replacement Housing or Operating Facility:			
Name of Other Agencies Assisting in Relocation: None			
Date of 90 day notice: 5-9-23		Method used to verify certificate of eligibility: CE	
Date of 30 day notice: 8-8-24		Date of initiation of negotiations: 3-22-2023	
Method used to verify income:		Translator needed? ☐ Yes ☒ No: Language of displacee:	

Date and Substance of Follow-up Contacts (Use extra pages if necessary):

See Attached

Contact Notes

Project Hero Way
Parcel 204
Name Woodlake Outdoor

Date	Comments
02-09-23 04-22-23	Met with Tenant and Appraiser and property owner on site for perappraisial inspection. Obtained tenant information and took pictures. IOL sent
04-28-23 04-30-23	Called to set up meeting with Tony Gendron, left message Tony Gendron called, and we set up meeting for 5-4-23 Tony Gendron Woodlake Outdoor [redacted]6 [redacted].com
05-04-23	Met with Tony Gendron at parcel we discussed relocation benefits Woodlake Outdoor is a tenant displacee on this parcel. Explained different move options, re-establishment and searching. I also explained the 90 and 30-day letters.
05-09-23 05-22-23	90-day business letter sent Called Mr. Gendron to follow up on the 90-day letter, he did not have any questions at that time.
10-30-23	Williamson County closed on the parcel. Because Williams County was going to allow the displacee until March 31, 2024, to vacate a 30-day letter will be sent out a later date.
03-10-24 03-28-24 04-15-24 05-10-24	Called Tony Gendron and he said that they were in the process of finding a replacement location. He said he would let me know when they were at their new location. Sent an email to Tony Gendron asking about move. Tony Gendron called and said they had vacated the parcel. Met with Tony Gendron to get keys. Tony said that they were not going to file any claims for moving or for searching but because of the increase in the rent they would file a claim for increased operating costs, I ask him to send me the old and new leases.
06-07-24 06-12-24 07-02-24 08-08-24	Inspected parcel and took vacancy pictures. Tony Gendron sent me the requested leases. Prepared claim documents to be presented to displacee for execution. 30 day letter sent.

Commissioners Court - Regular Session **44.**

Meeting Date: 08/27/2024

Bagdad Rd. @ CR 279 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 claim for actual moving expenses with Blake Stifflemire (a tenant) caused by the acquisition of real property required for the construction of the Bagdad Rd. @ CR 279 proejct (Parcel 16). Funding Source: Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 10:03 AM
Form Started By: Charlie Crossfield		Started On: 08/21/2024 01:15 PM
Final Approval Date: 08/22/2024		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Blake Stifflemire	Parcel No: 16 Project: CR 279 / Bagdad Road	County: Williamson

☒ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other

2. Address of Property Acquired by State:
1595 CR 279
Liberty Hill, Texas 78641

Claimant's Telephone No.: [redacted]

3. Address Moved To:
[redacted]

4. Occupancy of Property Acquired by State:
From (Date): 1995 | To (Date of Move): 08/17/2024
☐ Owner/Occupant ☒ Tenant

5. Distance Moved: Miles 18 miles

7. Mover's Name and Address:
Lone Star Pro Moving
2112 Blake Manor Road
Manor, Texas 78653
512-585-4424

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	04	04	2024
b. Date Property Acquired			
c. Date Required to Move	09	08	2024

8. Property Storage (attach explanation)
From (Date): To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): To (Date of Move): N/A

9. Amount of Claim:

a.	Moving Expenses	$11,799.00
b.	Reestablishment Expenses	$
c.	Searching Expenses	$
d.	Tangible Property Loss	$
e.	Storage	$
f.	Temporary Lodging	$
g.	**Total Amount**	**$11,799.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Payment of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

8/20/2024 Brandie Mendiola for Blake Stifflemire
Claimant

Date of Claim: Brandie Mendiola
Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses, and this claim is recommended for payment as follows:

Amount of $ 11,799.00

8-20-2024
Date

Relocation Agent

Date

Williamson County Judge

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372.6220 (F) (512) 372.6221

August 21, 2024

TO: Lisa Dworaczyk, Sheets and Crossfield

FROM: Danny Jackson, Right of Way of Texas

SUBJECT: Actual Cost Move Claim Lonestar Pro Moving

Williamson County:
Project: CR 279 / Bagdad Road
Parcel : 16

Forms included with this submission include:

Move Claim Actual Cost Moving
Invoice #000010 from Lonestar Pro Moving
W-9 Lonestar Pro Moving
Certificate of Eligibility
Signed Direct Payment to Vendor form
Move Estimate
Vacancy Pictures
Displacement Pictures
90-day relocation letter
30-day relocation letter
Contact reports

REMARKS

Blake Stifflemire ("Displacee") is the residential tenant on this parcel. The displacee has numerous personal property items located within the residence (mobile home) and in another garage storage building along with numerous personal property items scattered throughout the parcel.

Lonestar Pro Moving completed the move of the items located in the mobile home along with items located in the garage storage building, these are the items that are part of this move claim. There will be a separate claim for the moving of the 13 vehicles located on the parcel. Because some of the personal property items located on the parcel were not able to be moved by the moving company the displacee will be submitting a separate self-move claim for those items. There will be no overlap of item being moved.

We have verified that the items that Lonestar Pro Moving were contracted to move have been moved and recommend approval and payment of this invoice.

If you have any questions or need any additional information, please do not hesitate to call me at 512-922-5930.

Lonestar Pro Moving
21112 Blake Manor Rd
Manor, TX 78653 United States
(512) 585-4424

Invoice #000010

Issue date
Aug 19, 2024

Invoice #000010

Thank you for choosing Lonestar Pro Moving

Customer	Invoice Details	Payment
Williamson County danny.jackson@rowtx.com	PDF created August 19, 2024 $11,799.00	Due August 19, 2024 $11,799.00

Items	Quantity	Price	Amount
	1	$11,500.00	$11,500.00

Subtotal	$11,500.00
Sales Tax	$299.00

Total Due

$11,799.00

Move verified
8-19-2024

Pay online

To pay your invoice go to https://squareup.com/u/hwiwNkTw

Or open the camera on your mobile device and place the QR code in the camera's view.

Docusign Envelope ID: 162F6F6F-2E2E-4CEE-A59A-5AEB090ED352

AGREEMENT FOR DIRECT PAYMENT TO VENDOR

Williamson County
Bagdad Road / CR 279
Parcel 16 Blake Stifflemire

The undersigned displacee hereby agrees that payment for relocation services identified on the attached scope of work will be made to **Lonestar Pro Moving** (vendor). This agreement is void without a signed scope of work attached. Williamson County, Texas, (County) reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. **Blake Stifflemire** (displacee) understands anything not included in the attached scope of work must be pre-approved by the County in order to ensure its eligibility for reimbursement. The vendor understands that the County will not be able to make any reimbursements for the pre-approved scope of services until displace authorizes release of the payment.

DocuSigned by:
V Rdgy
Vendor's Signature, Lonestar Pro Moving — 8/15/2024 Date

Ray Rodriguez
Vendor's Name (Printed),

Brandie Mendiola — 8/15/2024 Date
Displacee's Signature, Blake Stifflemire

Brandie Mendiola for Blake Stifflemire
Displacee's Name (Printed), Blake Stifflemire

Lisa Dworaczyk — 8/19/24 Date
ROW Project Manager Signature

Lisa Dworaczyk
ROW Project Manager Name (Printed)

Ray
512-585-4424

Lonestar Pro Moving

In-Home Estimate

Date: 6-4

Client: Brand.

Moving Services: (includes padding/ wrapping of furniture, disassembly/ reassembly, and loading/unloading truck.)

- # of movers: 4 movers
- Estimated time: 15 hours
- Total estimated: $5,250

Packing Services: (includes packing of all belongings into boxes.) ***Does not include material costs***

- # of movers: 4
- Estimated time: 12 hours
- Total estimated: $4,200

Truck/ Trip fee: (covers fuel and getting truck(s) back from job location.)

- # of trucks: 2
- Fee per truck: $200
- Total: $400

Estimated TOTAL upon completion: $11,800 ✓

***Please note: THIS IS ONLY A QUOTE. Our total amount is calculated at the completion of the job based on the total hours our services are needed. ***

CERTIFICATION OF ELIGIBILITY

Project: Bagdad Road
Parcel: 16

Displacee: Blake Stifflemire

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.

Claimant Date: 4/11/24

Claimant Date:

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 Bagdad Road
Parcel 16
Name Blake Stifflemire

Date	Comments
	[redacted] Atty; Lee Jarred ljarrard@lawdietz.com 512-244-9314
	[redacted]
02-19-24 02-21-24	Email to Lee Jarred to obtain contact information for executor of the estate and the displacees. Spoke with Lee Jarred got information and contact information with executor Kathy Canady.
02-21-24 02-22-24 03-13-24	Called Kathy and left message for her to call me to discuss relocation on this parcel. Received call back from Katy Canady and set a time to meet at parcel to inspect. Met with Kathy Canady on parcel to inspect and take pictures she is the executor of the estate and not the displacee she got my information and said she would have the displacee Blake Stifflemire call me to set a time to meet.
03-20-24 04-01-24 04-11-24	Call to Lee Jarred to let him know the status of the parcel . Kathy called to set up meeting with myself and displacee Bake Stifflemire. Met with Kathy Canady and Blake Stifflemire and Earnest Simmons to discuss relocation. I went over relocation eligibility for Blake Stifflemire and obtained as much
	information as I could, he would not allow me to enter the mobile home to inspect of take pictures, he signed the Certificate of eligibility but his live in girlfriend was not available to sign he did say she was a US citizen; I will obtain a CE from her. I explained his eligible moving expenses and rent supplement.
	I explained that because the owner of the property was the Estate that he would be treated as a tenant and be eligible for tenant relocation benefits. Because he does not pay rent, I explained that I would have to calculate a Fair Market Rent for his current rent, I also requested his and his girlfriend income ,so that cold be used as part of his rent supplement calculation. I also explained that if he did not provide me all the household income that I could not use income calculations in the supplement. Mr. Stifflemire sent me email on May 3, 2024 stating that he did not want to provide income information.

5-21-24 05-24-24 05-31-24	Completed Rental supplement and send to Sheets and Crossfield for review and approval. 90-day letter sent certified mail and copy sent by email Call from Brandi Mendiola asking about rent supplement for Blake I explained the supplement and how it was determined. I also ask about move estimates she said she would send them.
06-10-24 06-17-24 06-25-24	Brandi emailed move estimates. Sent Brandi email explaining the supplement calculations. Emailed Brandi an explanation of what was needed for the estimates and that they needed to be approved before move.
06-29-24	Sent Blak a text asking to meet to go over the estimates and take additional pictures inside the Mobile Home. Sam Nassour and myself met with Blake Stifflemire at the parcel. I went over the move options with him he has 2 movers that will be moving the items inside the MH and another to move the cars. Because the mover is unable to move all the personal property, he will do a self-move those items not moved by the movers. I explained that I needed approval for each of the moves and his move before he starts any move. I took additional pictures
07-11-24 07-18-24	Sent Blake an email asking him to confirm who was moving what property and explained again what relocation benefits he was entitled to and what I needed. Sent Blake, Sam and Kathy Canady text asking Blake if he received my email from 7-11-24 and went over again what I needed, he did not reply
08-08-24 08-14-24	Sent 30-day letter Spoke with Lonestar moving and Liberty Hill moving and explained direct payment by County and sent them forms for signature. Lonestar moving returned DPV forma and W-9 they will be moving items on Saturday 8-17-24.
08-19-24	I inspected MH and items have been moved. Prepared move claim for Lonestar moving and sent to Stifflemire for signature, claim was returned and prepared claim package to be sent to S&C for approval and payment.

Commissioners Court - Regular Session **45.**

Meeting Date: 08/27/2024

E. Wilco Highway Advance Acquisition

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Brian P. Donohoo and Carmeleta Donohoo to acquire approximately 6.49 AC required for the future proposed E. Wilco Highway construction project. Funding Source: LRTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 10:03 AM
Form Started By: Charlie Crossfield		Started On: 08/21/2024 01:19 PM
Final Approval Date: 08/22/2024		

REAL ESTATE CONTRACT

East Wilco Highway Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **BRIAN P. DONOHOO and spouse, CARMELETA DONOHOO** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain approximately 6.49 acre tract of land, more or less pending final survey as set out below, and situated in the J. Janak Survey, Abstract No. 790, Williamson County, Texas, the location of which is generally shown on Exhibit "A" attached hereto;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property shown in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

Upon full execution of this Contract, and prior to completion of Closing, Purchaser shall at its sole expense cause a metes and bounds survey of the Property to be completed, which survey shall be attached to the Deed for recording in the Official Records of Williamson County at Closing. By execution of this Contract, Seller agrees to allow Purchaser and any survey consultant to temporarily access the Property and larger parent tract of Seller for the limited area and time reasonably required to carry out the obligations of this paragraph.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of THREE HUNDRED THOUSAND and 00/100 Dollars ($300,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before September 30, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of the final survey requirement and/or any title curative matters if necessary for items as shown on the Title Commitment or in the Contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as set out in Exhibit "B" attached hereto.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done, subject to the terms of the Leaseback Agreement.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default and as otherwise stated herein, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future East Wilco Highway (formerly known as Corridor E) right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

[signature pages follow]

SELLER:

Brian P. Donohoo

Address: 650 CR 327
Granger, Texas 76530

Date: 8/13/24

Carmeleta Donohoo

Date: 8-13-2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

PRELIMINARY
SUBJECT TO CHANGE

DONOHOO BRIAN PATRICK & CARMELETA ROSE
R012532
42.42 AC TOTAL

35.93 AC REMAIN

6.49 AC

0 100 200
SCALE: 1"=200'

LEGEND

- PROPERTY LINE
- PRECINCT LINE
- CONCEPTUAL R.O.W. LIMITS

NOTES
1. ACREAGE SHOWN IS BASED ON WILLIAMSON COUNTY APPRAISAL DISTRICT RECORDS AND GIS DATA. ACTUAL NUMBERS WOULD REQUIRE FIELD SURVEY AND VERIFICATION.

HALFF
9500 AMBERGLEN BLVD
BLDG F, STE 125
AUSTIN, TX 78729
TEL (512)777-4600
FAX (512) 252-8141
TBPE# F-312

WILLIAMSON COUNTY
1848

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CORRIDOR E4 PLANNING & PRESERVATION STUDY

R012532

WILLIAMSON COUNTY, TX

HALFF ASSOCIATES, INC.
FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

MICHAEL L. DECUIR	137419
NAME	P.E. NO.
DATE	11/15/2021

AUS
R0532EXLC.DGN
11/15/2021 10:37:20 AM akh5806
C:\1000\ca\1850001\CAD\Sheets\[PCS_R012532DONOHOO_BRIAN_PATRICK_&_CARMELETA_ROSE.dgn
TXDOT-IOR

EXHIBIT "B"

DEED
East Wilco Highway Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **BRIAN P. DONOHOO and spouse, CARMELETA DONOHOO,** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 6.49 acre (PENDING FINAL SURVEY) tract of land situated in the J. Janak Survey, Abstract No. 790, Williamson County, Texas; being more particularly described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of any roadway facilities and related appurtenances upon the Property.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2024.

[signature page follows]

GRANTOR:

_____
Brian P. Donohoo

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the, 2024 by Brian P. Donohoo in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Carmeleta Donohoo

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Carmeleta Donohoo in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **46.**

Meeting Date: 08/27/2024

CR 313 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Raymond Trust N.A. Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust to acquire 0.063 AC required for the construction of the CR 313 project (Parcel 4). Funding Source: LRTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 10:04 AM
Form Started By: Charlie Crossfield		Started On: 08/21/2024 01:25 PM
Final Approval Date: 08/22/2024		

REAL ESTATE CONTRACT
CR 313

THIS REAL ESTATE CONTRACT ("Contract") is made by **RAYMOND TRUST, N.A., CORPORATE TRUSTEE OF THE ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> All of that certain 0.063-acre (2,741 square foot) tract in the G. Schneider Survey, Abstract No. 579, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4)**

together with all and singular the rights and appurtenances pertaining to the property (the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of THREE THOUSAND EIGHT HUNDRED FORTY and 00/100 Dollars ($3,840.00).

2.01.1 As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing, and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of EIGHTEEN THOUSAND THREE HUNDRED SIXTY and 00/100 Dollars ($18,360.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation. As an obligation that shall survive the closing of this transaction, Seller and Purchaser shall file an Agreed Motion to Dismiss in the form attached hereto as Exhibit "B" to dismiss that certain lawsuit styled *Williamson County, Texas v. Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust*, in Cause No. 24-1078-CC4, filed in the Fourth County at Law, Williamson County, Texas. Thereafter, each party agrees to pay their own fees and costs.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before September 15, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or

within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then-current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by the Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy, escrow fees, and survey to be paid by Purchaser.

(2) Easement, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by the Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after September 15, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 313 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER(S):

By: _____

Raymond James Trust, N.A. Corporate Trustee

of the Alexander Warden Self-Settled Special Needs Trust

Its: Vice President

Date: 8/15/24

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

County: Williamson
Parcel No.: 4
Tax ID: R395143
County Road: 313 East of County Road 332 Jarrell

METES AND BOUNDS DESCRIPTION

FOR A 0.063 ACRE (2,741 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.31 ACRE TRACT OF LAND CONVEYED TO RAYMOND JAMES TRUST, N.A., CORPORATE TRUSTEE OF THE ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST, RECORDED IN DOCUMENT NO. 2018023919 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.063 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Grid Coordinates: N=10268800.04, E=3160412.04) monumenting the most southerly southwest corner of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract and the southeast corner of the called 5.28 acre tract of land conveyed to Brandi Ritchie and John Fredrick Schimanski Jr, wife and husband, recorded in Document No. 2020121288 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of County Road 313 (variable width right-of-way), for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 21°23’13” W** with the lower west boundary line of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract and the east boundary line of said 5.28 acre Ritchie and Schimanski tract, for a distance of **49.89 feet** to a 5/8” iron rod set with aluminum cap marked “WILLIAMSON COUNTY” for the northwest corner hereof, from which a 1/2" iron rod found monumenting the northeast corner of said 5.28 acre Ritchie and Schimanski tract and an interior ell corner of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract, bears
N 21°23’13” W for a distance of 385.94 feet;

THENCE, **N 67°45’23” E** through the interior of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract, for a distance of **54.91 feet** to a 5/8” iron rod set with aluminum cap marked “WILLIAMSON COUNTY” on the east boundary line of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract and the lower west boundary line of the called 12.99 acre tract of land conveyed to Saul Marentes, Maria Del Refugio Marentes and Javier Marentes Rocha, recorded in Document No. 2021183362 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof, from which a 1/2" iron rod found monumenting the northeast corner of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the

County: Williamson
Parcel No.: 4
Tax ID: R395143
County Road: 313 East of County Road 332 Jarrell

Alexander Warden Self-Settled Special Needs Trust tract and an interior ell corner of said 12.99 acre Marentes tract, bears N 21°23'32" W for a distance of 878.70 feet;

THENCE, **S 21°23'32" E** with said east boundary line of the 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract and said lower west boundary line of the 12.99 acre Marentes tract, for a distance of **49.96 feet** to a 1/2" iron rod found monumenting the southeast corner of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract, and the most southerly southwest corner of said 12.99 acre Marentes tract, same being on said north right-of-way line of County Road 313, for the southeast corner hereof, from which a 1/2" iron rod found monumenting the southeast corner of said 12.99 acre Marentes tract and the southwest corner of Tract A C.R. 313 ROW as shown on the Final Plat of Schwertner Ranch Phase I, a subdivision recorded in Document No. 2020086940 of the Official Public Records of Williamson County, Texas, same being on an angle point in said north right-of-way line of County Road 313, bears N 67°43'28" E for a distance of 54.94 feet;

THENCE, **S 67°49'34" W** with the south boundary line of said 6.31 acre Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust tract and said north right-of-way line of County Road 313, for a distance of **54.91 feet** to the **POINT OF BEGINNING** hereof and containing 0.063 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface based on a combined surface adjustment factor or 1.00015. Coordinates shown hereon are grid.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

February 7, 2024

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS REGISTERED SHANE SHAFER 5281 PROFESSIONAL LAND SURVEYOR

Z:\WCRB__2020 WA-7 CR 313 EAST OF CR 332 2023-42_FINAL ROW SURVEYS LTS\PARCEL 4 CR 313 - JAMES FINAL M&B 20240207.doc

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.063 ACRES (2,741 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.31 ACRE TRACT OF LAND CONVEYED TO RAYMOND JAMES TRUST, N.A., CORPORATE TRUSTEE OF THE ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST, RECORDED IN DOCUMENT NO. 2018023919 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2177 CR 313, JARRELL, TX 76537

CRESCENCIANO ALVARADO
AND MARIA A. CASTILLO
CALLED 5.95 AC.
DOC. NO. 2017071910

SAUL MARENTES,
MARIA DEL REFUGIO MARENTES
AND JAVIER MARENTES ROCHA
CALLED 12.99 AC.
DOC. NO. 2021183362

RAYMOND JAMES TRUST, N.A.,
CORPORATE TRUSTEE OF THE
ALEXANDER WARDEN SELF-SETTLED
SPECIAL NEEDS TRUST
CALLED 6.31 AC.
DOC. NO. 2018023919

A.K.A. TRACT 12
GREEN PASTURES

WILLIAMSON CENTRAL
APPRAISAL DISTRICT (WCAD)
PROPERTY ID: R395143

BRANDI RITCHIE AND
JOHN FREDRICK SCHIMANSKI JR,
WIFE AND HUSBAND
CALLED 5.28 AC.
DOC. NO. 2020121288

BLOCK 1
4

W/CAP
'FOREST
RPLS1847"

TRACT A
12.38 AC.

FINAL PLAT
SCHWERTNER RANCH PHASE III
DOC. NO. 2023009438

SCALE: 1"= 60'

1/2"

N21°23'32"W 878.70'

N21°23'13"W 385.94'

PARCEL 4
0.063 AC.

SB1
E5

G. SCHNEIDER SURVEY
ABSTRACT NO. 579

APPROXIMATE SURVEY LINE

GRID COORDINATES:
N=10268800.04
E=3160412.04

P.O.B.

PROP. R.O.W.

L1 L2 L3 L4 L5

FUTURE GATE

STONE ADDRESS SIGN

BILLBOARD

3

FINAL PLAT
SCHWERTNER RANCH
PHASE I
DOC. NO. 2020086940

2

BLOCK 1
1

25' B.L.
10' UE
20' B.L.
5'FE

EXISTING R.O.W.

TRACT A C.R. 313 ROW
DOC. NO. 2020086940

YALGO
SPECTRUM
VAULT

1/2" LEANING

MIDAS LANE
(50' R.O.W.)
ASPHALT ROADWAY

COUNTY ROAD 313

EXISTING R.O.W.

ASPHALT ROADWAY

1.001 AC.
R.O.W. DEDICATION
DOC. NO. 2021142268

G. SCHNEIDER SURVEY
ABSTRACT NO. 580

10' P.U.E.

0.09' SOUTH

0.14' SOUTH

FINAL PLAT
RIO LOBO PHASE 2
DOC. NO. 2021142268

BLOCK A
18 19 20 21 22 23 24
25' B.L.

CR 313 PARCEL 4 SHEET 1 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB__2020 WA-7 CR 313 EAST OF CR 332 2023-42_FINAL ROW SURVEYS LTS\PARCEL 4 CR 313 - JAMES FINAL 20240207.dwg

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.063 ACRES (2,741 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.31 ACRE TRACT OF LAND CONVEYED TO RAYMOND JAMES TRUST, N.A., CORPORATE TRUSTEE OF THE ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST, RECORDED IN DOCUMENT NO. 2018023919 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2177 CR 313, JARRELL, TX 76537

LEGEND

●	IRON ROD FOUND
● LA	IRON ROD FOUND WITH CAP MARKED "LENZ & ASSOCIATES AUSTIN, TEXAS"
● YALGO	IRON ROD FOUND WITH CAP MARKED "YALGO RPLS 6200"
⊙	5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●PP	POWER POLE
←—	DOWN GUY
■EM	ELECTRIC METER
■GMT	ELECTRIC GATE MOTOR
●BB	BROADBAND BOX
●TPED	TELEPHONE PEDESTAL
●WV	WATER VALVE
■WM	WATER METER
●ICV	IRRIGATION CONTROL VALVE
●WMET	WATER METER LARGE METAL RIM
●UMH	UNKNOWN MANHOLE
●2VP	2" VENT PIPE
●2PVC	2"PVC RISER
■MB	MAIL BOX
■SMB	STONE MAIL BOX
—o—S1	SIGN
—— X —— X ——	WIRE FENCE (WF)
▭▭▭▭▭▭▭▭	PRECAST CONCRETE FENCE (PCF)
\\ \\	EDGE OF PAVEMENT
—— OU —— OU ——	OVERHEAD UTILITY LINE
—— — · — — · ——	RIGHT-OF-WAY DEDICATION LINE
— — — — — — —	EXISTING RIGHT-OF-WAY LINE
— — — — — — —	EASEMENT LINE
— —— —— —	ADJOINING BOUNDARY LINES
----------	SUBDIVISION LOT LINES
▬▬▬▬▬▬	SUBJECT TRACT BOUNDARY
-●-●-●-●-●-●-●-	METAL FENCE (MF)
—— \\ —— \\ —— \\ ——	WOOD FENCE (WDF)
MG	METAL GATE
SC	STONE COLUMN
CONC	CONCRETE
FE	FENCE EASEMENT
UE	UTILITY EASEMENT
B.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING

EASEMENT INFORMATION

(E1)	JARRELL SCHWERTNER WSC APPARENT LOCATION OF 10' WIDE RIGHT OF WAY EASEMENT VOL. 586, PG. 288
(E2)	JARRELL SCHWERTNER WSC APPARENT LOCATION OF 15' WIDE RIGHT OF WAY EASEMENT VOL. 601, PG. 272
(E3)	LONE STAR REGIONAL WATER AUTHORITY AND SONTERRA MUNICIPAL UTILITY DISTRICT WATER LINE EASEMENT CALLED 1.925 AC. DOC. NO. 2020089500
(E4)	15' UTILITY EASEMENT DOC. NO. 2003113438
(E5)	10' UTILITY EASEMENT DOC. NO. 2003113438

SETBACK INFORMATION

(SB1)	150' COUNTY ROAD BUILDING SETBACK DOC. NO. 2003113438

SIGN LEGEND
S1 = STOP
S4 = CALL MUNICIPAL UTILITY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21°23'13"W	49.89'
L2	N67°45'23"E	54.91'
L3	S21°23'32"E	49.96'
L4	S67°49'34"W	54.91'
L5	N67°43'28"E	54.94'

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.063 ACRES (2,741 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.31 ACRE TRACT OF LAND CONVEYED TO RAYMOND JAMES TRUST, N.A., CORPORATE TRUSTEE OF THE ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST, RECORDED IN DOCUMENT NO. 2018023919 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2177 CR 313, JARRELL, TX 76537

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Texan Title Insurance Company, Commitment for Title Insurance (T-7) GF No. GT2402427, which bears an Effective Date January 8, 2024 and an Issued Date of January 19, 2024 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

The following restrictive covenants of record: Document No. 2003113438, Official Public Records, Williamson County, Texas and Document No. 2005084004, Official Public Records, Williamson County, Texas. The Subject Tract is a.k.a Tract 12 Green Pastures described in Document No. 199958972, Official Public Records of Williamson County, Texas, referenced in said Document Nos. 2003113438 and 2005084004. The setbacks and easements affecting the Subject Tract are shown hereon.

10a. Oil, Gas and Mineral Lease dated April 4, 1980 between B. F. Goode and Claudia E. Good, as Lessor and M. L. McGinnis, as Lessee, recorded in Volume 811, page 638, Deed Records of Williamson County, Texas. Not a survey matter

10b. Mineral reservation as shown in deed from Claudia Evelyn Goode, Byron F. Goode and Susan E. Kautzer to Roger L. Vogt and Dona A. Vogt, dated December 11, 1992 and recorded in Volume 2230, page 724, Official Records of Williamson County, Texas. Not a survey matter.

10c. Electric Utility Easement and Covenant of Access dated February 8, 1993, executed by Roger Vogt to Bartlett Electric Cooperative, Inc., recorded in Volume 2309, Page 180, Official Records, Williamson County, Texas. The subject tract is a part of the 100 acre tract of land described in said instrument. Unable to determine the exact location of said easement, due to a vague description. Said document states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance to either side of the Cooperative's lines, as they are or will be constructed on Grantor's hereinbefore described property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure of other facility."

10d. Electric Utility Easement to Bartlett Electric Cooperative, Inc., recorded under Document No. 2006016042, Official Public Records, Williamson County, Texas. The Subject Tract is a part of the 6.31 acre tract of land described in said instrument. Unable to determine the exact location of said easement due to a vague description. Said instrument states: "The width of the easement shall be twenty (20) feet, one-half (1/2) of such distance on either side of the Cooperative's lines, as they are or will be constructed on the Property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure or other facility." No electric utilities were observed on the Subject Tract.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY A METES AND BOUNDS DESCRIPTION FOR A 0.063 ACRES (2,741 SQ. FT.) TRACT OF LAND SITUATED IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 579 AND THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.31 ACRE TRACT OF LAND CONVEYED TO RAYMOND JAMES TRUST, N.A., CORPORATE TRUSTEE OF THE ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST, RECORDED IN DOCUMENT NO. 2018023919 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 2177 CR 313, JARRELL, TX 76537

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015. COORDINATES SHOWN HEREON ARE GRID.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0150F, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

To: Williamson County, Texas, Texan Title Insurance Company, and Longhorn Title Company, LLC, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on February 6, 2024. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1A, CONDITION III LAND TITLE SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



SHANE SHAFER, R.P.L.S. NO. 5281 — FEBRUARY 7, 2024 DATE

CR 313 PARCEL 4 SHEET 4 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB__2020 WA-7 CR 313 EAST OF CR 332 2023-42_FINAL ROW SURVEYS LTS\PARCEL 4 CR 313 - JAMES FINAL 20240207.dwg

EXHIBIT "B"

CAUSE NO. 24-1078-CC4

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ IN THE COUNTY COURT §
V.	§ AT LAW NO. FOUR
RAYMOND JAMES TRUST, N.A., CORPORATE TRUSTEE OF THE ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST **Condemnee**	§ § WILLIAMSON COUNTY, TEXAS

AGREED MOTION TO DISMISS

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES, Williamson County, Texas, hereinafter referred to as "Plaintiff", and files this Agreed Motion to Dismiss and would respectfully show the following:

I.

This lawsuit was filed on or about July 24, 2024, wherein Plaintiff sought to condemn Defendant property to construct a certain roadway, drainage, and related appurtenances function to provide mobility and traffic improvements for the traveling public along County Road 313.

II.

The Plaintiff and Defendant have reached a voluntary agreement to sell the property interests desired in this case, and the acquisition of the property sought to be condemned has closed through a separate real estate sales transaction for the transfer of this property in recorded Document No. _____ of the Official Public Records of Williamson County, Texas, making the continuation of this proceeding unnecessary.

Because this is an Agreed Motion to Dismiss, the parties also desire to waive and dismiss any right, claim, or action that may exist, if any, for the recovery of expenses of

any kind pursuant to the provisions of the Property Code, Section 21.019, due to the dismissal of this condemnation proceeding.

PRAYER

Therefore, Plaintiff requests that this cause be dismissed without prejudice against refiling same and for such other and further relief, in law or in equity that the parties may show themselves to be entitled.

Respectfully submitted,

SHEETS & CROSSFIELD, PLLC
309 East Main Street
Round Rock, Texas 78664
(512) 255-8877

By: _____
Adam H. Hill
State Bar No. 24115847
Attorneys for Williamson County, Texas

AGREED:

_____
Raymond James Trust, N.A.,
Corporate Trustee of the
Alexander Warden Self-Settled
Special Needs Trust

CAUSE NO. 24-1078-CC4

WILLIAMSON COUNTY, TEXAS	§ IN THE COUNTY COURT
Condemnor	§
	§
V.	§ AT LAW NO. FOUR
	§
RAYMOND JAMES TRUST, N.A.,	§
CORPORATE TRUSTEE OF THE	§
ALEXANDER WARDEN SELF-SETTLED	§
SPECIAL NEEDS TRUST	§
Condemnee	§ WILLIAMSON COUNTY, TEXAS

ORDER GRANTING AGREED MOTION TO DISMISS

CAME ON to be heard this _____ day of _____, 2024, Plaintiff's Agreed Motion to Dismiss. After review of the pleadings and the Motion the Court is of the opinion that the Motion to Dismiss should be granted.

It is therefore, **ORDERED, ADJUDGED, AND DECREED** that Plaintiff's claims against Defendant, Raymond James Trust, N.A., Corporate Trustee of the Alexander Warden Self-Settled Special Needs Trust, are **DISMISSED**.

SIGNED this _____ day of _____, 2024.

_____
Judge, County Court at Law Four
Williamson County, Texas

EXHIBIT "C"

Parcel 4

DEED

County Road 313 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **RAYMOND JAMES TRUST, N.A., CORPORATE TRUSTEE OF THE ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.063-acre (2,741 square foot) tract in the G. Schneider Survey, Abstract No. 579, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's County Road 313 roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of August, 2024.

[signature page follows]

GRANTOR:

RAYMOND JAMES TRUST, N.A., CORPORATE TRUSTEE OF THE ALEXANDER WARDEN SELF-SETTLED SPECIAL NEEDS TRUST

_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by _____ in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Meeting Date: 08/27/2024

Corridor A-2 Purchase Contracts

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Diane Barr, Clyde Barr and Charles R. Barr to acquire 0.535 AC required for the construction of the future proposed Corridor A-2 project (Parcel 1). Funding Source: LRTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 10:05 AM

Form Started By: Charlie Crossfield Started On: 08/21/2024 01:28 PM

Final Approval Date: 08/22/2024

REAL ESTATE CONTRACT
Corridor A2 (Samsung Highway)

THIS REAL ESTATE CONTRACT ("Contract") is made by and between DIANE BARR, CLYDE BARR, and CHARLES R. BARR (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.535 acre (23,279 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, and any damage to or cost to cure the remaining property of Seller shall be the sum of TWO HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED ELEVEN and 00/100 Dollars ($223,711.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Rise Title Company on or before October 15, 2024, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future Corridor A2 (Samsung Highway) right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

[signature page follows]

SELLER:

Charles R. Barr

Charles R. Barr

Address: 1451 FM 3349

TAYLOR TX 76574

Date:_____

Clyde Barr

Clyde Barr

Date:_____

Diane Barr

Diane Barr

Date:_____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

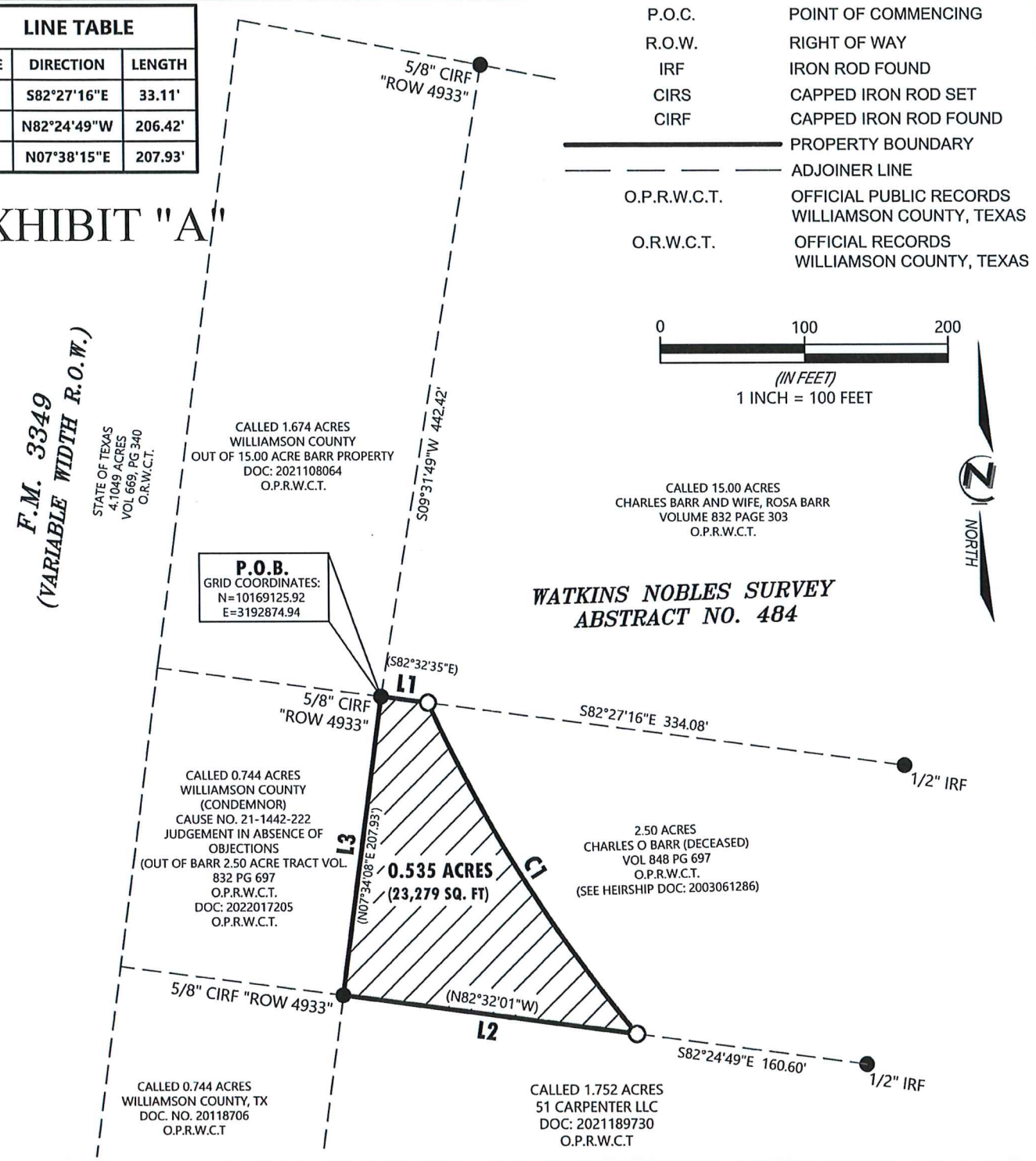
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	271.38'	1020.00'	15°14'39"	S32°11'28"E	270.58'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S82°27'16"E	33.11'
L2	N82°24'49"W	206.42'
L3	N07°38'15"E	207.93'

EXHIBIT "A"

LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT OF WAY
IRF	IRON ROD FOUND
CIRS	CAPPED IRON ROD SET
CIRF	CAPPED IRON ROD FOUND
———	PROPERTY BOUNDARY
— — —	ADJOINER LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS



SURVWEST PROJECT NO.	P230157
ADD'L INFO:	
DRAWING NAME:	P230157 - 0.535 ACRE EXHIBIT - 06-13-2024
REVISION:	REV DESC:

SURVWEST SURVEY•MAPPING UTILITY•SUE REAL ESTATE
720.259.9316 www.survwest.com
6501 E Belleview Ave, Suite 300 Englewood, CO 80111

0.535 ACRES (23,279 SQ. FT)
WATKINS NOBLES SURVEY
ABSTRACT NO. 484
WILLIAMSON COUNTY, TEXAS

TITLE: **PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT PARCEL #1**

DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
KDA	RGM	06/18/2024	1:100	1 OF 2

P:_P23 PROJECTS\P230157 - LIA - WILLIAMSON COUNTY CORRIDOR A2 - WILLIAMSON COUNTY_TX\3. SURVEY\04_CAD\01_WORKING\BARR_BOUNDARY\P230157 - 0.535 ACRE EXHIBIT - 06-13-2024.PWG ROBERT.MALOY 6/26/2024 9:57 AM

LEGAL DESCRIPTION

BEING A 0.535 ACRE (23,279 SQUARE FEET) TRACT OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE REMAINING PORTION OF A CALLED 2.500 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO CHARLES O. BARR IN VOLUME 848, PAGE 697, DEED RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING SUBJECT TO THE AFFIDAVIT OF HEIRSHIP FROM CHARLES O. BARR TO DIANE BARR, CLYDE BARR AND CHARLES R BARR, IN DOCUMENT NO. 2003061286 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (PARCEL 01). SAID 0.535 ACRE (23,279 SQUARE FEET) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" FOUND, (GRID COORDINATES N= 10169125.92, E= 3192874.94) FOR NORTHWEST CORNER OF THE REMAINING PORTION OF THE SAID 2.500 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A 0.744 ACRE TRACT OF LAND DESCRIBED IN THE JUDGEMENT IN ABSENCE OF OBJECTIONS CONVEYANCE UNTO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2022017205, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING THE SOUTHEAST CORNER OF A CALLED 1.674 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2021108064, SAID OFFICIAL PUBLIC RECORDS, BEING A SOUTHWEST CORNER OF A CALLED 15.00 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CHARLES BARR AND WIFE, ROSA BARR, RECORDED IN VOLUME 832, PAGE 303, SAID OFFICIAL PUBLIC RECORDS, AND BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 82°27'16" EAST, WITH THE NORTH LINE OF SAID 2.50 ACRE TRACT AND A SOUTHERLY LINE OF SAID 15.00 ACRE TRACT, A DISTANCE OF 33.11 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "SURVWEST" SET (HEREINAFTER REFERRED TO AS CAPPED IRON ROD SET) ON THE SAID NORTH LINE OF THE 2.500 ACRE TRACT, AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, AND THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT. FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF THE SAID 2.50 ACRE TRACT BEARS SOUTH 82°27'16" EAST, A DISTANCE OF 334.08 FEET;

THENCE OVER AND ACROSS SAID 2.50 ACRE TRACT AND SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1020.00 FEET, A CENTRAL ANGLE OF 15°14'39", AN ARC LENGTH OF 271.38 FEET AND A CHORD WHICH BEARS SOUTH 32°11'28" EAST, A DISTANCE OF 270.58 FEET TO A CAPPED IRON ROD SET IN THE SOUTH LINE OF SAID 2.50 ACRE TRACT, IN THE NORTH LINE OF A CALLED 1.752 ACRE TRACT OF LAND DESCRIBED IN A CORRECTION AFFIDAVIT AS TO WARRANTY DEED TO 51 CARPENTER LLC, A TEXAS LIMITED LIABILITY COMPANY IN DOCUMENT NO. 2021189730, SAID OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 2.50 ACRE TRACT BEARS SOUTH 82°24'49" EAST, A DISTANCE OF 160.60 FEET;

THENCE, NORTH 82°24'49" WEST, WITH THE SOUTH LINE OF SAID 2.50 ACRE TRACT AND THE NORTH LINE OF SAID 1.752 ACRE TRACT, A DISTANCE OF 206.42 FEET TO A 5/8-INCH IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" FOUND AT THE NORTHWEST CORNER OF SAID 1.752 ACRE TRACT, THE SOUTHWEST CORNER OF SAID 2.500 ACRE TRACT, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 07°38'15" EAST, WITH THE WEST LINE OF SAID 2.50 ACRE TRACT AND THE EAST LINE OF SAID 0.744 ACRE TRACT, A DISTANCE OF 207.93 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 0.535 ACRE (23,279 SQUARE FEET) OF LAND MORE OR LESS.

NOTES

1. DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.

2. BASIS OF BEARING IS BASED ON AN OPUS SOLUTION DATED DECEMBER 5, 2023 AND REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE (4203). COORDINATES SHOWN HEREON ARE GRID.

3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. NO RESEARCH INTO EASEMENTS / ENCUMBRANCES WAS PERFORMED.

SURVEYORS CERTIFICATION

I, ROBERT GLEN MALOY, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION FROM A SURVEY MADE ON THE GROUND ON MARCH 31, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SAID SURVEY.

STATE OF TEXAS REGISTERED ROBERT GLEN MALOY 6028 PROFESSIONAL LAND SURVEYOR

06/17/2024

ROBERT GLEN MALOY
STATE OF TEXAS REGISTRATION NUMBER 6028

SURVWEST PROJECT NO.	P230157
ADD'L INFO:	
DRAWING NAME:	P230157 - 0.535 ACRE EXHIBIT - 06-13-2024
REVISION:	REV DESC:

SURVWEST SURVEY•MAPPING UTILITY•SUE REAL ESTATE
720.259.9316 www.survwest.com
6501 E Belleview Ave, Suite 300 Englewood, CO 80111

0.535 ACRES (23,279 SQ. FT)
WATKINS NOBLES SURVEY
ABSTRACT NO. 484
WILLIAMSON COUNTY, TEXAS

TITLE: **PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT PARCEL # 1**

DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
KDA	RGM	06/18/2024	1:100	2 OF 2

P:_P23 PROJECTS\P230157 - LIA - WILLIAMSON COUNTY CORRIDOR A2 - WILLIAMSON COUNTY_TX\3. SURVEY\04_CAD\01_WORKING\BARR_BOUNDARY\P230157 - 0.535 ACRE EXHIBIT - 06-13-2024.DWG ROBERTMALOY 6/25/2024 4:25 PM

EXHIBIT "B"

Parcel 1

DEED

Corridor A2 (Samsung Highway) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **DIANE BARR, CLYDE BARR, and CHARLES R. BARR**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.535 acre (23,279 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of its roadway facilities and related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature pages follow]

GRANTOR:

Diane Barr

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Diane Barr, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

Clyde Barr
Clyde Barr

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Clyde Barr, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

Charles R. Barr

Charles R. Barr

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Charles R. Barr, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **48.**

Meeting Date: 08/27/2024

Corridor A-2 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Charles R. Barr and Rosa Barr to acquire 0.020 AC and 0.163 AC required for the construction of the future proposed Corridor A-2 project (Parcels 3A and 3B). Funding Source: LRTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 09:57 AM
Form Started By: Charlie Crossfield		Started On: 08/21/2024 01:30 PM
Final Approval Date: 08/22/2024		

REAL ESTATE CONTRACT
Corridor A2 (Samsung Highway)

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **CHARLES R. BARR and wife, ROSA BARR** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.020 acre (864 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3A**); and
>
> All of that certain 0.163 acre (7,083 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 3B**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, and any damage to or cost to cure the remaining property of Seller shall be the sum of SEVENTY-SIX THOUSAND TWO HUNDRED EIGHTY-NINE and 00/100 Dollars ($76,289.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Rise Title Company on or before October 15, 2024, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits "A-B", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future Corridor A2 (Samsung Highway) right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

[signature page follows]

SELLER:

Charles R. Barr

Address:_____

_____

Charles R. Barr

Date:_____

Rosa Barr

Rosa Barr

Date:_____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

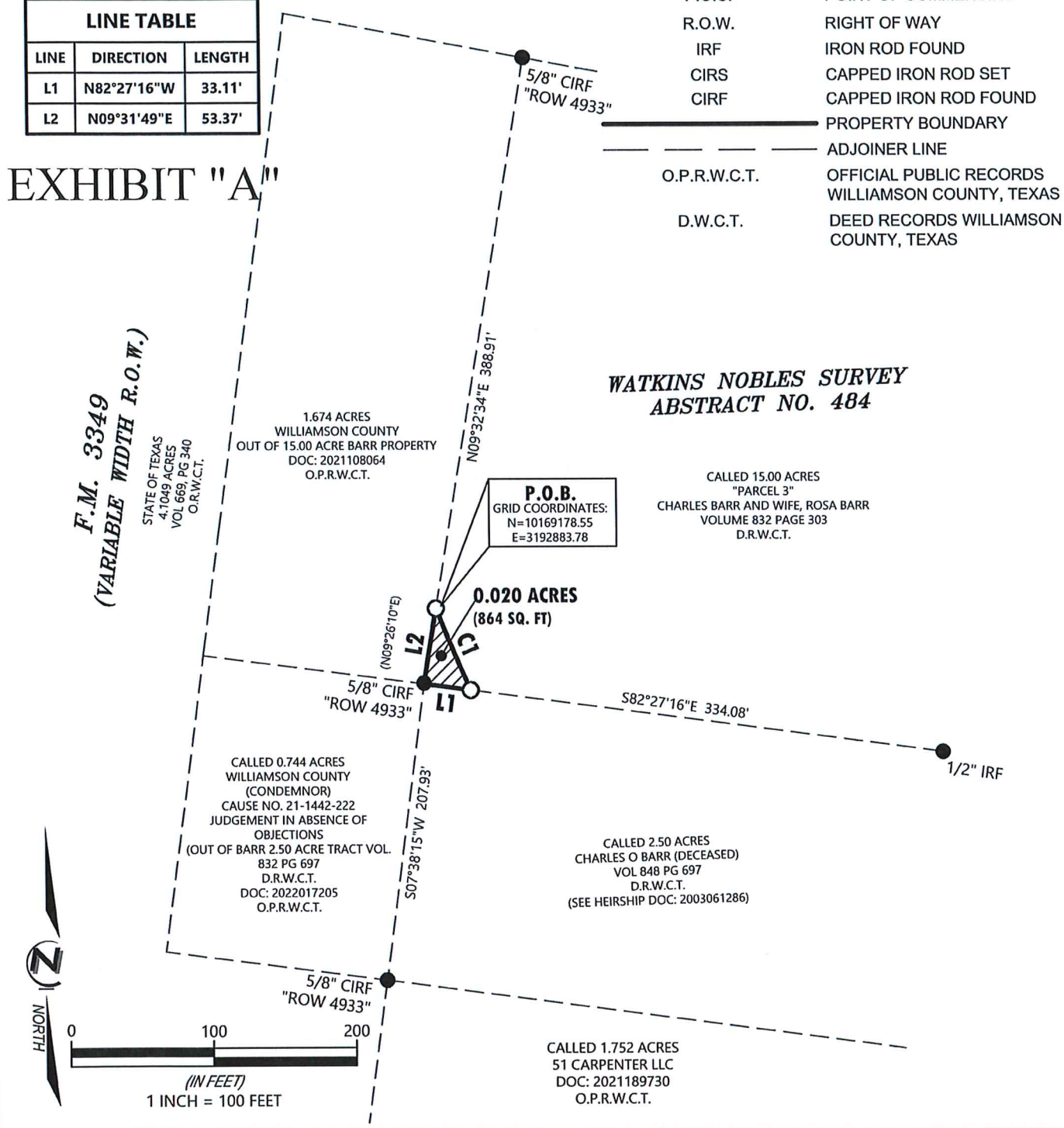
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	61.83'	1020.00'	3°28'24"	S22°49'55"E	61.82'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N82°27'16"W	33.11'
L2	N09°31'49"E	53.37'

LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT OF WAY
IRF	IRON ROD FOUND
CIRS	CAPPED IRON ROD SET
CIRF	CAPPED IRON ROD FOUND
———	PROPERTY BOUNDARY
— — —	ADJOINER LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS

EXHIBIT "A"



SURVWEST PROJECT NO.	P230157
ADD'L INFO:	
DRAWING NAME:	P230157 - 0.020 ACRE EXHIBIT - 06-13-2024
REVISION:	REV DESC:

SURVWEST SURVEY•MAPPING UTILITY•SUE REAL ESTATE
720.259.9316 www.survwest.com
6501 E Belleview Ave, Suite 300 Englewood, CO 80111

0.020 ACRES (864 SQ. FT)
WATKINS NOBLES SURVEY
ABSTRACT NO. 484
WILLIAMSON COUNTY, TEXAS

TITLE: **PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT PARCEL #3A**

DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
KDA	RGM	06/18/2024	1:100	1 OF 2

P:_P23 PROJECTS\P230157 - LIA - WILLIAMSON COUNTY CORRIDOR A2 - WILLIAMSON COUNTY_TX\3. SURVEY\04_CAD\01_WORKING\BARR_BOUNDARY\P230157 - 0.020 ACRE EXHIBIT_06-13-2024.DWG 6/25/2024 4:48 PM

LEGAL DESCRIPTION

BEING A 0.020 ACRE (864 SQUARE FEET) TRACT OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A CALLED 15.00 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO CHARLES BARR AND WIFE, ROSA BARR DATED 4-2-1981 IN VOLUME 832, PAGE 303, DEED RECORDS, WILLIAMSON COUNTY, TEXAS (PARCEL 03). SAID 0.020 ACRE (864 SQUARE FEET) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "SURVWEST" SET (HEREIN AFTER REFERRED TO AS CAPPED IRON ROD SET), (GRID COORDINATES N= 10169178.55, E= 3192883.78) IN A WESTERLY LINE OF THE REMAINDER OF SAID 15.00 ACRE TRACT AND IN THE EAST LINE OF A CALLED 1.674 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NO. 2021108064, SAID OFFICIAL PUBLIC RECORDS, AT THE NORTH CORNER OF THE TRACT BEING HEREIN DESCRIBED, AND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, OVER AND ACROSS SAID 15.00 ACRE TRACT, ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1020.00 FEET, A CENTRAL ANGLE OF 03°28'24", AN ARC LENGTH OF 61.83 FEET AND A CHORD WHICH BEARS SOUTH 22°49'55" EAST, A DISTANCE OF 61.82 FEET TO A 5/8-INCH CAPPED IRON ROD SET IN THE NORTH LINE OF A CALLED 2.50 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO CHARLES O. BARR IN VOLUME 848, PAGE 697, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, IN A SOUTHERLY LINE OF SAID 15.00 ACRE TRACT, AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND FOR THE EL CORNER OF THE REMAINDER OF SAID 15.00 ACRE TRACT BEARS SOUTH 82°27'16" EAST, A DISTANCE OF 334.08 FEET;

THENCE, NORTH 82°27'16" WEST, WITH A SOUTHERLY LINE OF THE REMAINDER OF SAID 15.00 ACRE TRACT AND THE NORTH LINE OF SAID 2.50 ACRE TRACT, A DISTANCE OF 33.11 FEET TO A 5/8-INCH IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" FOUND AT A SOUTHWESTERLY CORNER OF SAID 15.00 ACRE TRACT, AT THE NORTHWEST CORNER SAID 2.50 ACRE TRACT, THE SOUTHEAST CORNER OF A 1.674 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2021108064 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 09°31'49" EAST, ALONG THE EAST LINE OF SAID 1.674 ACRE TRACT AND A WESTERLY LINE OF THE REMAINDER OF SAID 15.00 ACRE TRACT, A DISTANCE OF 53.37 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 0.020 ACRE (864 SQUARE FEET) OF LAND MORE OR LESS.

NOTES

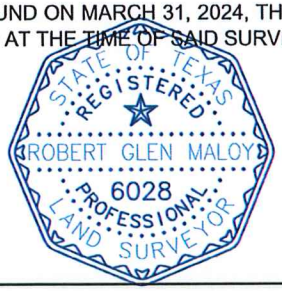
1. DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.

2. BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE (4203). COORDINATES SHOWN HEREON ARE GRID.

3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. NO RESEARCH INTO EASEMENTS / ENCUMBRANCES WAS PERFORMED.

SURVEYORS CERTIFICATION

I, ROBERT GLEN MALOY, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION FROM A SURVEY MADE ON THE GROUND ON MARCH 31, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SAID SURVEY.



06/18/2024

ROBERT GLEN MALOY
STATE OF TEXAS REGISTRATION NUMBER 6028

SURVWEST PROJECT NO.	P230157
ADD'L INFO:	
DRAWING NAME:	P230157 - 0.020 ACRE EXHIBIT - 06-13-2024
REVISION:	REV DESC:

SURVWEST SURVEY•MAPPING UTILITY•SUE REAL ESTATE
720.259.9316 www.survwest.com
6501 E Belleview Ave, Suite 300 Englewood, CO 80111

0.020 ACRES (864 SQ. FT)
WATKINS NOBLES SURVEY
ABSTRACT NO. 484
WILLIAMSON COUNTY, TEXAS

TITLE: **PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT PARCEL #3A**

DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
KDA	RGM	06/18/2024	1:100	2 OF 2

P:_P23 PROJECTS\P230157 - LIA - WILLIAMSON COUNTY CORRICOR A2 - WILLIAMSON COUNTY_TX\3. SURVEY\04_CAD\01_WORKING\BARR_BOUNDARY\P230157 - 0.020 ACRE EXHIBIT - 06-13-2024.DWG ROBERT.MALOY 6/26/2024 4:19 PM

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	199.06'	1020.00'	11°10'55"	S56°43'05"E	198.75'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N07°32'10"E	86.32'
L2	N82°27'32"W	179.02'

0 100 200

(IN FEET)
1 INCH = 100 FEET

N
NORTH

LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT OF WAY
IRF	IRON ROD FOUND
CIRS	CAPPED IRON ROD SET
CIRF	CAPPED IRON ROD FOUND
———	PROPERTY BOUNDARY
— — —	ADJOINER LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS

EXHIBIT "B"

WATKINS NOBLES SURVEY ABSTRACT NO. 484

CALLED 1.674 ACRES
WILLIAMSON COUNTY
OUT OF 15.00 ACRE BARR PROPERTY
DOC: 2021108064
O.P.R.W.C.T.

CALLED 15.00 ACRES
CHARLES BARR AND WIFE, ROSA BARR
VOLUME 832 PAGE 303
O.P.R.W.C.T

CALLED 0.744 ACRES
WILLIAMSON COUNTY
(CONDEMNOR)
CAUSE NO. 21-1442-222
JUDGEMENT IN ABSENCE OF OBJECTIONS
(OUT OF BARR 2.50 ACRE TRACT)
VOL. 832 PG 697
O.P.R.W.C.T.
DOC: 2022017205
O.P.R.W.C.T.

CALLED 2.50 ACRES
CHARLES O BARR (DECEASED)
VOL 848 PG 697
O.P.R.W.C.T.
(SEE HEIRSHIP DOC: 2003061286)

CALLED 0.744 ACRES
WILLIAMSON COUNTY, TX
DOC. NO. 20118706
O.P.R.W.C.T

CALLED 0.072 ACRES
WILLIAMSON COUNTY, TEXAS
DOC: 2021097796
O.P.R.W.C.T

CALLED 1.752 ACRES
51 CARPENTER LLC
DOC: 2021189730
O.P.R.W.C.T.

1/2" IRF

CALLED 15.00 ACRES
(PARCEL 3)
CHARLES BARR AND WIFE, ROSA BARR
VOLUME 832 PAGE 303
O.P.R.W.C.T.

N07°32'10"E 120.86'

P.O.B.
GRID COORDINATES:
N=10168666.05
E=3193183.92

0.163 ACRES
(7,083 SQ. FT)

L1 (N07°32'28"E)

C1 (N82°28'07"W)

L2

1/2" IRF

30' WIDE INGRESS–EGRESS EASEMENT VOL 832, PG 316 D.R.W.C.T.

5/8" CIRF
"ROW 4399"

S82°32'35"E 367.58'

SAMSUNG HIGHWAY
(VARIABLE WIDTH R.O.W.)
COUNTY RD 404 REALIGNMENT/FUTURE COUNTY ROAD ROW
RANDALL S. JONES,
TRUSTEE OF THE PAT JONES BYPASS TRUST
21.341 ACRES
DOC. NO. 2022125305
O.P.R.W.C.T.

20' WIDE ACCESS ESMT VOL 832, PG 326 D.R.W.C.T.

CALLED 7.512 ACRES
WILLIAMSON COUNTY, TEXAS
DOC: 2021148167
O.P.R.W.C.T

SURVWEST PROJECT NO.	P230157
ADD'L INFO:	
DRAWING NAME:	P230157 - 0.163 ACRE EXHIBIT - 06-13-2024
REVISION:	REV DESC:

SURVWEST SURVEY•MAPPING UTILITY•SUE REAL ESTATE
720.259.9316 www.survwest.com
6501 E Belleview Ave, Suite 300 Englewood, CO 80111

0.163 ACRES (7,083 SQ. FT)
WATKINS NOBLES SURVEY
ABSTRACT NO. 484
WILLIAMSON COUNTY, TEXAS

TITLE: **PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT PARCEL #3B**

DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
KDA	RGM	06/18/2024	1:100	1 OF 2

P:_P23 PROJECTS\P230157 - LJA - WILLIAMSON COUNTY CORRIDOR A2 - WILLIAMSON COUNTY_TX\3. SURVEY\04_CAD\01_WORKING\BARR_BOUNDARY\P230157 - 0.163 ACRE EXHIBIT - 06-13-2024.DWG 6/26/2024 4:12 PM ROBERTMALOY

LEGAL DESCRIPTION

BEING A 0.163 ACRE (7,083 SQUARE FEET) TRACT OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 15.00 ACRE TRACT OF LAND DESCRIBED AS PARCEL 3 IN A WARRANTY DEED TO CHARLES BARR AND WIFE, ROSA BARR IN VOLUME 832, PAGE 303, DEED RECORDS, WILLIAMSON COUNTY, TEXAS (PARCEL 03). SAID 0.163 ACRE (7,083 SQUARE FEET) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (GRID COORDINATES N= 10168666.05, E= 3193183.92) ON THE EXISTING NORTH RIGHT-OF-WAY (R.O.W.) LINE OF SAMSUNG HIGHWAY (R.O.W. VARIES), CONVEYED TO RANDALL S. JONES, TRUSTEE OF THE PAT JONES BYPASS TRUST, RECORDED IN DOCUMENT NO. 2022125305, SAID OFFICIAL PUBLIC RECORDS, SAME BEING THE NORTH LINE OF A 20 FOOT ACCESS EASEMENT RECORDED IN VOLUME 832, PAGE 326, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, BEING THE SOUTHEAST CORNER OF A CALLED 1.752 ACRE TRACT OF LAND DESCRIBED IN A CORRECTION AFFIDAVIT AS TO WARRANTY DEED TO 51 CARPENTER LLC, A TEXAS LIMITED LIABILITY COMPANY IN DOCUMENT NO. 2021189730, SAID OFFICIAL PUBLIC RECORDS, AND BEING THE SOUTHWEST CORNER OF THE REMAINDER OF SAID 15.00 ACRE TRACT;

THENCE NORTH 07°32'10" EAST, WITH THE EAST LINE OF SAID 1.752 ACRE TRACT, AND A WEST LINE OF THE REMAINDER OF SAID 15.00 ACRE TRACT, A DISTANCE OF 86.32 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "SURVWEST" SET (HEREINAFTER REFERRED TO AS CAPPED IRON ROD SET) AT THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT AND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT. FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF THE SAID 1.752 ACRE TRACT AND THE SOUTHEAST CORNER OF A 2.50 ACRE TRACT CONVEYED TO CHARLES O. BARR (DECEASED) RECORDED IN VOLUME 848, PAGE 697 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEARS NORTH 07°32'10" EAST, A DISTANCE OF 120.86 FEET;

THENCE OVER AND ACROSS THE REMAINDER OF SAID 15.00 ACRE TRACT AND ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1020.00 FEET, A CENTRAL ANGLE OF 11°10'55", AN ARC LENGTH OF 199.06 FEET AND A CHORD WHICH BEARS SOUTH 56°43'05" EAST, A DISTANCE OF 198.75 FEET TO A CAPPED IRON ROD SET IN THE NORTH R.O.W. LINE OF THE SAID SAMSUNG HIGHWAY, THE SOUTH LINE OF THE REMAINDER OF SAID 15.00 ACRE TRACT. THE NORTH LINE OF SAID 20' ACCESS EASEMENT, SAME BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 82°27'32" WEST, WITH THE SOUTH LINE OF THE REMAINDER OF SAID 15.00 ACRE TRACT, THE NORTH LINE OF SAID SAMSUNG HIGHWAY, AND THE NORTH LINE OF SAID 20' ACCESS EASEMENT, A DISTANCE OF 179.02 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.163 ACRE (7,083 SQUARE FEET) OF LAND MORE OR LESS.

NOTES

1. DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.

2. BASIS OF BEARING IS BASED ON AN OPUS SOLUTION DATED DECEMBER 5, 2023 THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE (4203). COORDINATES SHOWN HEREON ARE GRID.

3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. NO RESEARCH INTO EASEMENTS / ENCUMBRANCES WAS PERFORMED.

SURVEYORS CERTIFICATION

I, ROBERT GLEN MALOY, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION FROM A SURVEY MADE ON THE GROUND ON MARCH 31, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SAID SURVEY.

STATE OF TEXAS · REGISTERED · ROBERT GLEN MALOY · 6028 · PROFESSIONAL LAND SURVEYOR

06/18/2024

ROBERT GLEN MALOY
STATE OF TEXAS REGISTRATION NUMBER 6028

SURVWEST PROJECT NO.	P230157
ADD'L INFO:	
DRAWING NAME:	P230157 - 0.163 ACRE EXHIBIT - 06-13-2024
REVISION:	REV DESC:

SURVWEST SURVEY·MAPPING UTILITY·SUE REAL ESTATE
720.259.9316 www.survwest.com
6501 E Belleview Ave, Suite 300 Englewood, CO 80111

0.163 ACRES (7,083 SQ. FT)
WATKINS NOBLES SURVEY
ABSTRACT NO. 484
WILLIAMSON COUNTY, TEXAS

TITLE: **PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT PARCEL #3B**

DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
KDA	RGM	06/18/2024	1:100	2 OF 2

P:_P23 PROJECTS\P230157 - LIA - WILLIAMSON COUNTY CORRIDOR A2 - WILLIAMSON COUNTY_TX\3. SURVEY\04_CAD\01_WORKING\BARR_BOUNDARY\P230157 - 0.163 ACRE EXHIBIT - 06-13-2024.DWG ROBERTMALOY 6/26/2024 4:13 PM

EXHIBIT "C"

Parcel 3A.3B

DEED

Corridor A2 (Samsung Highway) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **CHARLES BARR and wife, ROSA BARR**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.020 acre (864 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3A**); and

All of that certain 0.163 acre (7,083 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 3B**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of its roadway facilities and related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2024.

[signature pages follow]

GRANTOR:

Charles R. Barr

Charles Barr

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Charles Barr, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

Rosa Barr

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Rosa Barr, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **49.**

Meeting Date: 08/27/2024

Interlocal Agreement with City of Taylor

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the Participation of the CIty of Taylor, Texas and Williamson County, Texas in the Design and Construction Costs Related to the FM 3349 Bridge Project. Funding Source: Road Bonds P332

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 10:06 AM
Form Started By: Charlie Crossfield		Started On: 08/21/2024 01:32 PM
Final Approval Date: 08/22/2024		

INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF TAYLOR, TEXAS, AND WILLIAMSON COUNTY, TEXAS, IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO THE FM 3349 BRIDGE PROJECT

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between the City of Taylor, Texas ("**City or Taylor**"), a Texas home-rule municipality, and Williamson County, a political subdivision of the State of Texas ("**County**"). In this Agreement, the Cities and the County are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties.**"

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing and constructing a bridge for FM 3349 at US 79, as shown in Exhibit "A" attached hereto ("County Project");

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and the City agree as follows:

PURPOSE

1.01 General. The purpose of this Agreement is to provide for the City's participation in the construction and maintenance of the County Project.

II.
DESIGN AND CONSTRUCTION OF COUNTY PROJECT

2.01 Design of County Project. The County shall be responsible for contracting with a firm ("Design Firm") regarding the engineering and design for the County Project and shall ensure that the design includes the following:

See Exhibit A

2.02 Design and Construction Costs. The County shall be responsible for all costs associated with the preliminary and final design, relocation of utilities not owned by the City, construction bidding, project management, and all other costs related to the County Project ("Project Cost").

2.03 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project.

III.
CITY OBLIGATIONS

3.01 City Payment. The City shall reimburse the County for the County Project in an amount not to exceed EIGHTY-THREE THOUSAND SEVEN HUNDRED NINETY-TWO AND NO/100 DOLLARS ($83,792.00) for the design, right-of-way acquisition, and construction, including utility relocation costs for utilities not owned by the City (together "City Participation Amount"). The County will submit an invoice for the City Participation Amount upon award of the construction contract.

3.02 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 City Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by City 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 City 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.

3.03 Operation and Maintenance After Acceptance. City agrees to be responsible for the operation and maintenance of the County Project improvements within the City's territorial limits after completion and acceptance by the City, specifically physical maintenance of the logo and lighting associated with the County Project. City further agrees to be responsible for half (50%) of the County Project's future electrical costs of the lighting associated with the County Project, with the City of Hutto, Texas, being responsible for the remaining portion of the County Project's electrical costs. The City further agrees to execute a Municipal Maintenance Agreement ("MMA") with the Texas Department of Transportation ("TxDOT") regarding future maintenance concerns, in the form attached hereto as Exhibit "B."

3.04 NO LIABILITY OR WARRANTY OF SERVICES. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT CITY MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY CITY, OR ANYONE HAVING A

CLAIM BY, THROUGH OR UNDER CITY RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

IV.
DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code.*

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project and acceptance of the public improvements by the City.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in Exhibit A.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

TAYLOR: 400 Porter Street
Taylor, Tx 76574
(512) 352-3675

COUNTY: 710 S. Main Street
Georgetown, Texas 78626
Attn: Bill Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is the sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF TAYLOR, TEXAS

By: _____

Name: Brian LaBorde

Its: City Manager

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 14 day of August, 2024, by Brian LaBorde as City Manager of the City of Taylor, Texas, on behalf of said City.

Rocio Lopez
Notary Public, State of Texas

Rocio Lopez
My Commission Expires
4/30/2028
Notary ID 123958431

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ATTEST:

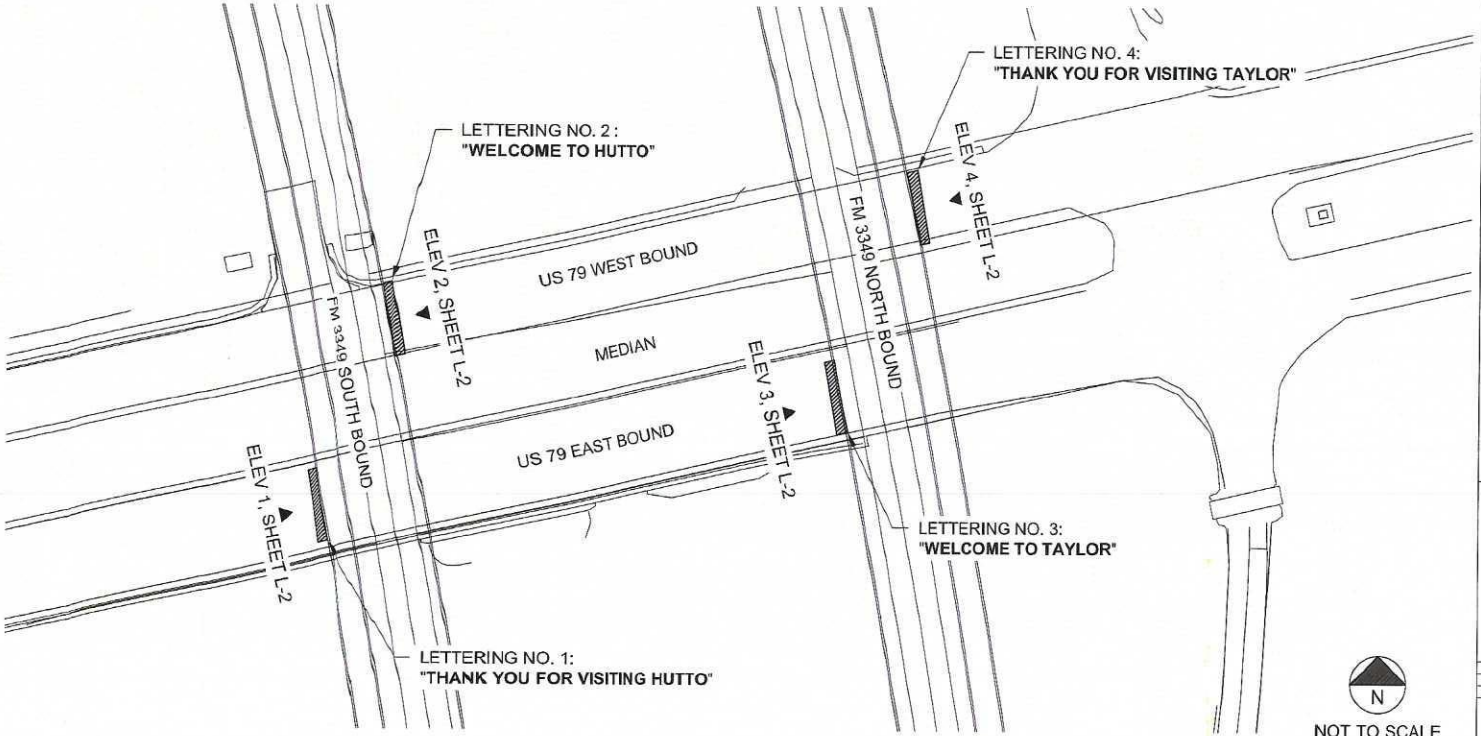
By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____ by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

EXHIBIT A



NOTES:

1. SOUTH BOUND BRIDGE TO HAVE HUTTO LETTERING AND LOGO.
2. NORTH BOUND BRIDGE TO HAVE TAYLOR LETTERING AND LOGO.
3. CENTER OF LETTERING TO ALIGN WITH CENTER OF US 79 WEST OR EAST TRAVEL LANES, REF. SHEET L-2
4. REF. SHEET L-3 FOR DIMENSIONS AND DETAILS.

LETTERING ON FM 3349 BRIDGES

NO.	DATE	REVISION	APPROVED

HNTB Corporation
The HNTB Companies
Infrastructure Solutions
Firm Registration Number 420

Texas Department of Transportation

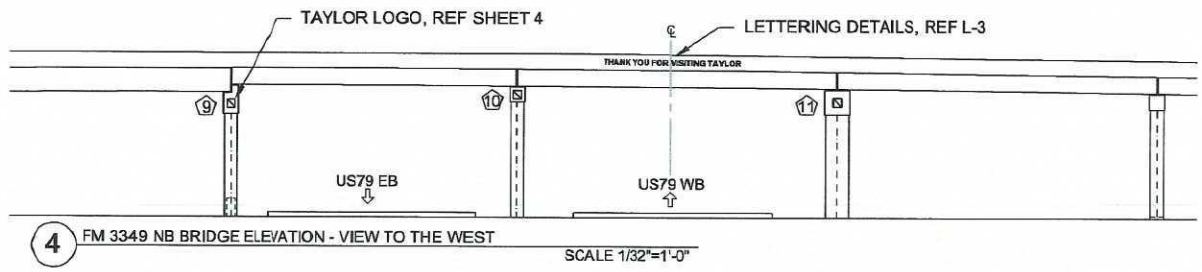
© 2023

KEY PLAN

SHEET 1 OF 4

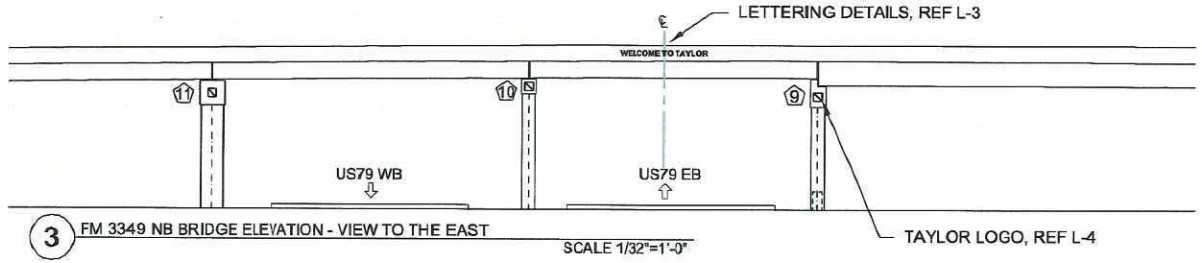
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	0204	02	034	

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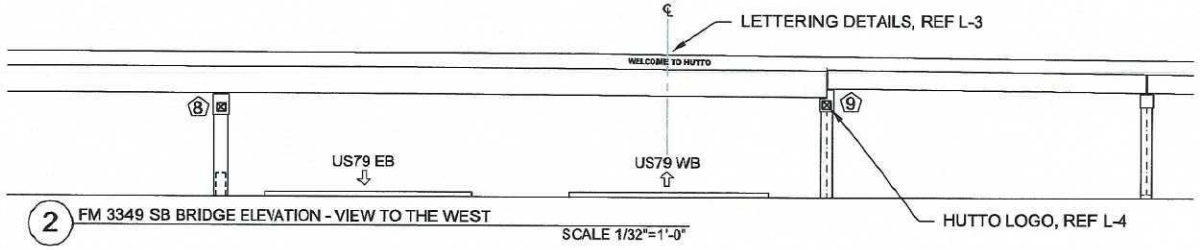
4 FM 3349 NB BRIDGE ELEVATION - VIEW TO THE WEST

SCALE 1/32"=1'-0"



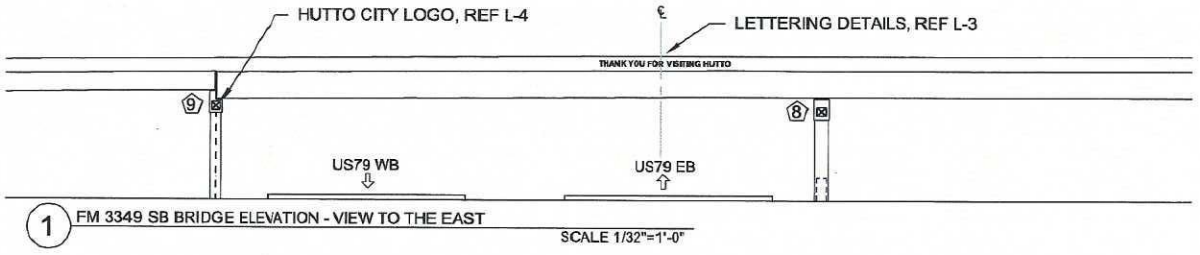
3 FM 3349 NB BRIDGE ELEVATION - VIEW TO THE EAST

SCALE 1/32"=1'-0"



2 FM 3349 SB BRIDGE ELEVATION - VIEW TO THE WEST

SCALE 1/32"=1'-0"



1 FM 3349 SB BRIDGE ELEVATION - VIEW TO THE EAST

SCALE 1/32"=1'-0"

LEGEND

⬠ COLUMN NO. , REF. STRUCTURAL PLANS AND DEAILS

▧ TAYLOR LOGO. QTY: 6

⊠ HUTTO LOGO. QTY: 4

LETTERING ON FM 3349 BRIDGES

NO.	DATE	REVISION	APPROVED

HNTB Corporation
The HNTB Companies
Infrastructure Solutions
Firm Registration Number 420

Texas Department of Transportation

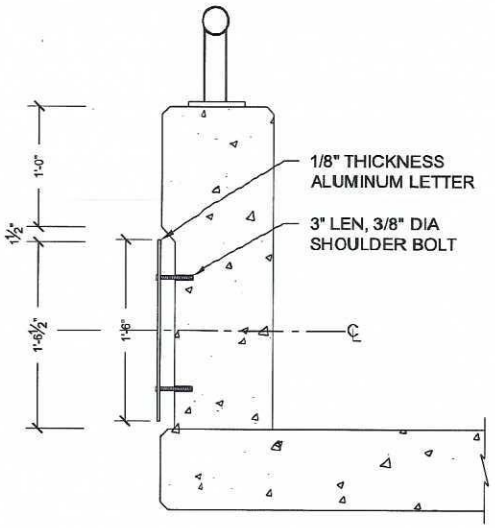
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LETTERING ELEVATIONS

SHEET 2 OF 4

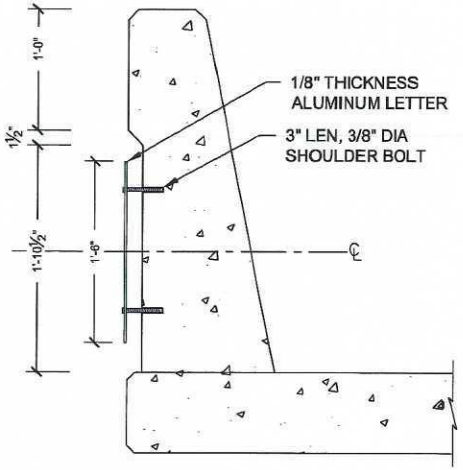
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4 LETTERING MOUNTED ON C221 RAIL

SCALE:1"=1'-0"

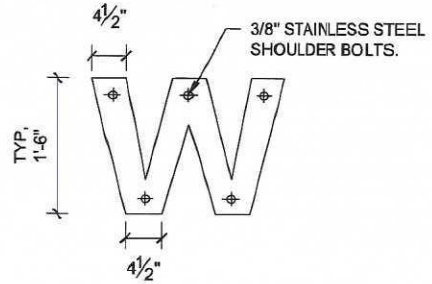


3 LETTERING MOUNTED ON SSTR RAIL

SCALE 1"=1'-0"

NOTES:

1. LETTERS ARE 1/8" THICKNESS ALUMINUM AND 18" HEIGHT.
2. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR EACH LETTER SHOWING EXACT BOLT LOCATIONS.
3. LETTERS SHALL BE PAINTED IN BLACK ACRYLIC / LATEX EXTERIOR GRADE PAINT.
4. CONTRACTOR SHALL SUBMIT COLOR SAMPLE FOR ENGINEER'S APPROVAL BEFORE APPLICATION.
5. LETTERING BOLTS SHALL NOT DISTURB BRIDGE RAIL STRUCTURE REINFORCEMENT, REF. TYP RAIL STRUCTURE DETAIL.



2 METAL LETTER DETAIL

SCALE: 3/4"=1'-0"

23'-7"

WELCOME TO TAYLOR

22'-2½"

WELCOME TO HUTTO

36'-7"

THANK YOU FOR VISITING TAYLOR

35'-3"

1'-6" **THANK YOU FOR VISITING HUTTO**

FONT: **Akzidenz Grotesk BE-bold**

1 LETTERING OVERALL DIMENSIONS

SCALE 3/16"=1'-0"

LETTERING ON FM 3349 BRIDGES

NO.	DATE	REVISION	APPROVED

HNTB Corporation
The HNTB Companies
Infrastructure Solutions
Firm Registration Number 420

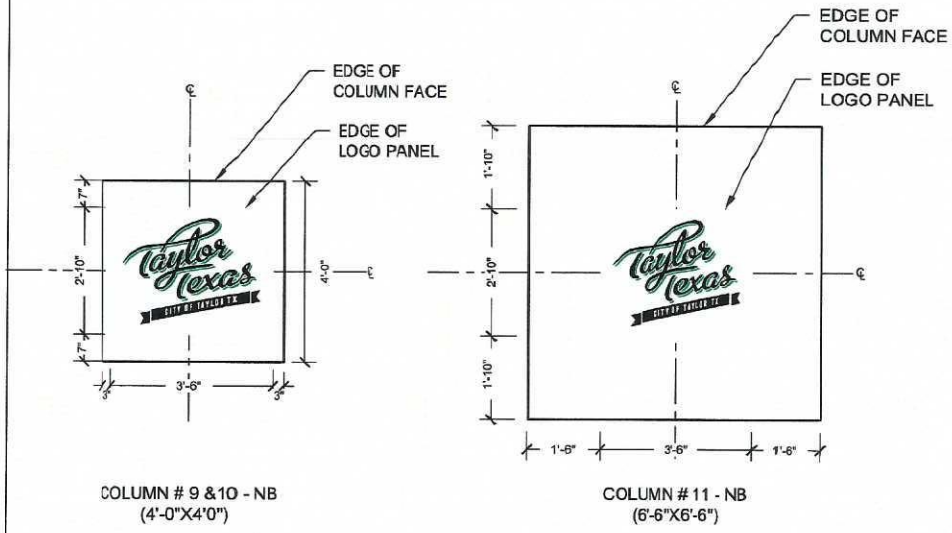
© 2023 Texas Department of Transportation

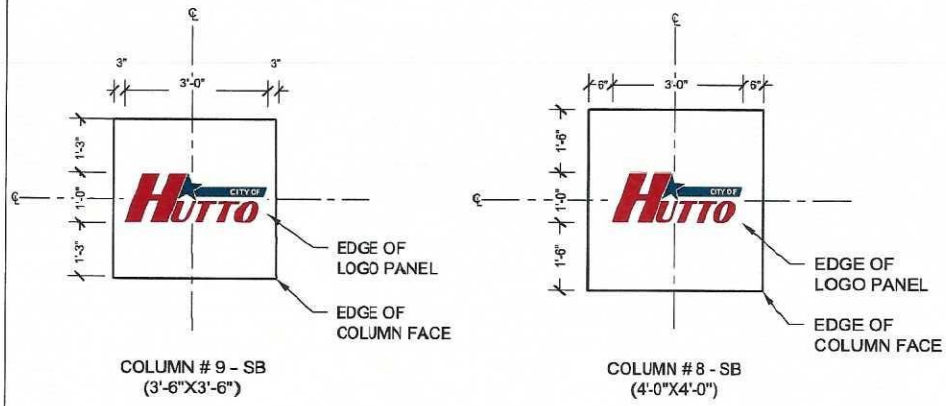
METAL LETTERING DETAILS

SHEET 3 OF 4

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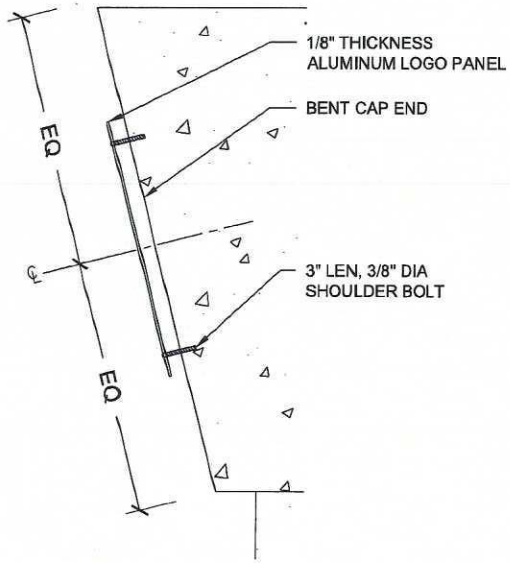
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2 TYPICAL LOGO PANEL ON BENT CAP

SCALE: 3/8"=1'0"



1 LOGO DETAIL

SCALE 3/4"=1'0"

NOTES:

1. CITY LOGOS SHALL BE PAINTED ON ANODIZED ALUMINUM PANELS USING EXTERIOR GRADE ACRYLIC OR LATEX PAINT. LOGOS SHALL BE USED IN ACCORDANCE WITH REGULATIONS OF THE CITIES OF HUTTO AND TAYLOR, TEXAS
2. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS AND MOCKUP OF LOGO PANELS FOR ENGINEER'S APPROVAL.
3. LOGO PANELS SHALL BE CENTERED ON BENT CAPS
4. BOLTS SHALL NOT DISTURB BENT CAP STRUCTURE REINFORCEMENT

BENT CAP LOGOS ON FM 3349 BRIDGES

NO.	DATE	REVISION	APPROVED

HNTB Corporation
The HNTB Companies
Infrastructure Solutions
Firm Registration Number 420

Texas Department of Transportation

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METAL LOGO DETAIL

SHEET 4 OF 4

DESIGN	FED.RD. DIV.NO.	PROJECT NO.		HIGHWAY NO.
AC	6	P332		US 79
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
AC	TEXAS	AUS	WILLIAMSON	
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FILE: PW3349-LETTERING & LOGOS-DETAILS.DWG

EXHIBIT B

Texas Department of Transportation

MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this _____ day of _____ 20____, by and between the State of Texas through the Texas Department of Transportation ("State"), and the City of _____ (population _____, 2020, latest Federal Census) acting by and through its duly authorized officers ("City").

RECITALS

A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C.**

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.

2. In this Agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:

   A. Non-Controlled Access highways or portions thereof which are described as "State Maintained and Operated" highways in the document attached and incorporated as **Exhibit A**.

   B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B**.

4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.

5. Exhibits that are a part of this Agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.

6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.

2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.

3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.

5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.

   A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices

   B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.

   C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.

   D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.

6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.

   A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.

   B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

C. This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.

7. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.

A. For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.

B. Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.

8. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.

9. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.

10. New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.

12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.

13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.

14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.

15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.

16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Non-Controlled Access)

A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

B. Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.

C. Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.

D. Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.

E. Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.

F. In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.

G. Install, operate, and maintain traffic signals in cities with less than 50,000 population.

H. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. City's Responsibilities (Non-Controlled Access)

A. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.

B. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.

C. Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).

D. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

E. Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.

F. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.

G. Perform mowing and litter pickup.

H. Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.

I. Perform snow and ice control.

J. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. **State's Responsibilities (Controlled Access)**

A. Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.

B. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.

C. Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.

D. Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

E. Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.

F. Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.

G. Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. City's Responsibilities (Controlled Access)

A. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.

B. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.

C. Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.

D. Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.

E. Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.

F. Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

G. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.

H. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).

I. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

1. All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.

2. Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.

3. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

City of _____	**State of Texas**
Signature	TxDOT District Engineer
Name	Name
Title	
Date	Date

Commissioners Court - Regular Session **50.**

Meeting Date: 08/27/2024

Interlocal Agreement with City of Hutto

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the Participation of the City of Hutto, Texas and Williamson County, Texas in the Design and Construction Costs Related to the FM 3349 Bridge Project. Funding Source: Road Bonds P332

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 10:07 AM
Form Started By: Charlie Crossfield		Started On: 08/21/2024 01:38 PM
Final Approval Date: 08/22/2024		

RESOLUTION NO. R-2024-184

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTTO AND WILLIAMSON COUNTY FOR THE COSTS ASSOCIATED WITH THE DESIGN AND CONSTRUCTION OF THE BRIDGE FOR FM 3349 AT US 79; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hutto City Council ("City Council") desires to enter an interlocal agreement between the Williamson County, Texas and the City of Hutto, Texas (the "City") for the design and construction of a bridge for FM 3349 at US 79; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Interlocal Agreement ("Agreement"), attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, THAT:

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The City Council hereby approves and authorizes the City Manager to execute the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 4: This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 15th day of August 2024 on a vote of 7 AYES; 0 NAYS; ___ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary



Exhibit A

Interlocal Agreement

INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF HUTTO, TEXAS, AND WILLIAMSON COUNTY, TEXAS, IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO THE FM 3349 BRIDGE PROJECT

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT ("**Agreement"**) is entered into between the City of Hutto, Texas ("**City or Hutto**"), a Texas home-rule municipality, and Williamson County, a political subdivision of the State of Texas ("**County**"). In this Agreement, the Cities and the County are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing and constructing a bridge for FM 3349 at US 79, as shown in Exhibit "A" attached hereto ("County Project");

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and the City agree as follows:

PURPOSE

1.01 General. The purpose of this Agreement is to provide for the City's participation in the construction and maintenance of the County Project.

II.
DESIGN AND CONSTRUCTION OF COUNTY PROJECT

2.01 Design of County Project. The County shall be responsible for contracting with a firm ("Design Firm") regarding the engineering and design for the County Project and shall ensure that the design includes the following:

See Exhibit A

2.02 Design and Construction Costs. The County shall be responsible for all costs associated with the preliminary and final design, relocation of utilities not owned by the City, construction bidding, project management, and all other costs related to the County Project ("Project Cost").

2.03 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project.

III.
CITY OBLIGATIONS

3.01 City Payment. The City shall reimburse the County for the County Project in an amount not to exceed EIGHTY-THREE THOUSAND SEVEN HUNDRED NINETY-TWO AND NO/100 DOLLARS ($83,792.00) for the design, right-of-way acquisition, and construction, including utility relocation costs for utilities not owned by the City (together "City Participation Amount"). The County will submit an invoice for the City Participation Amount upon award of the construction contract.

3.02 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 City Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by City 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 City 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.

3.03 Operation and Maintenance After Acceptance. City agrees to be responsible for the operation and maintenance of the County Project improvements within the City's territorial limits after completion and acceptance by the City, specifically physical maintenance of the logo and lighting associated with the County Project. City further agrees to be responsible for half (50%) of the County Project's future electrical costs of the lighting associated with the County Project, with the City of Taylor, Texas, being responsible for the remaining portion of the County Project's electrical costs. The City further agrees to execute a Municipal Maintenance Agreement ("MMA") with the Texas Department of Transportation ("TxDOT") regarding future maintenance concerns, in the form attached hereto as Exhibit "B."

3.04 NO LIABILITY OR WARRANTY OF SERVICES. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT CITY MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY CITY, OR ANYONE HAVING A

CLAIM BY, THROUGH OR UNDER CITY RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

IV.
DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code.*

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project and acceptance of the public improvements by the City.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in Exhibit A.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

HUTTO: City Manager
City of Hutto Texas
500 West Live Oak Street
Hutto, Texas 78634

COUNTY: 710 S. Main Street
Georgetown, Texas 78626
Attn: Bill Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

5.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.12 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.14 No Joint Venture. The County Project is the sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF HUTTO, TEXAS

By: _____

Its: City Manager

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 19th day of August, 2024, by James Earp of the City of Hutto, Texas, on behalf of said City.

[seal]

AMANDA TAYLOR
Notary Public, State of Texas
Comm. Expires 01-07-2025
Notary ID 132856239

_____
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

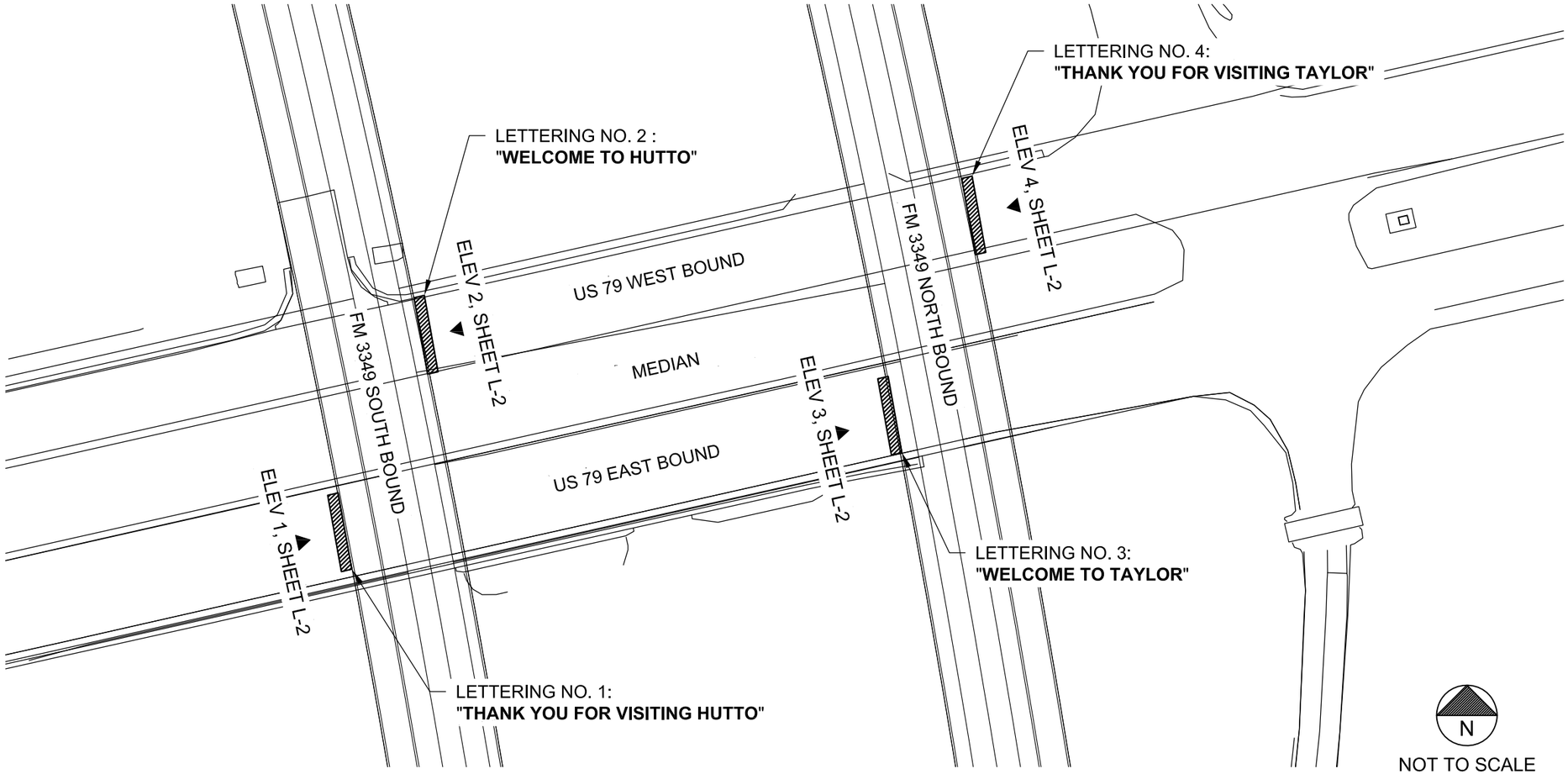
THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____ by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

[seal]

_____
Notary Public, State of Texas

EXHIBIT “A”



NOTES:

1. SOUTH BOUND BRIDGE TO HAVE HUTTO LETTERING AND LOGO.
2. NORTH BOUND BRIDGE TO HAVE TAYLOR LETTERING AND LOGO.
3. CENTER OF LETTERING TO ALIGN WITH CENTER OF US 79 WEST OR EAST TRAVEL LANES, REF. SHEET L-2
4. REF. SHEET L-3 FOR DIMENSIONS AND DETAILS.

LETTERING ON FM 3349 BRIDGES

NO.	DATE	REVISION	APPROVED

HNTB Corporation
The HNTB Companies
Infrastructure Solutions
Firm Registration Number 420

Texas Department of Transportation

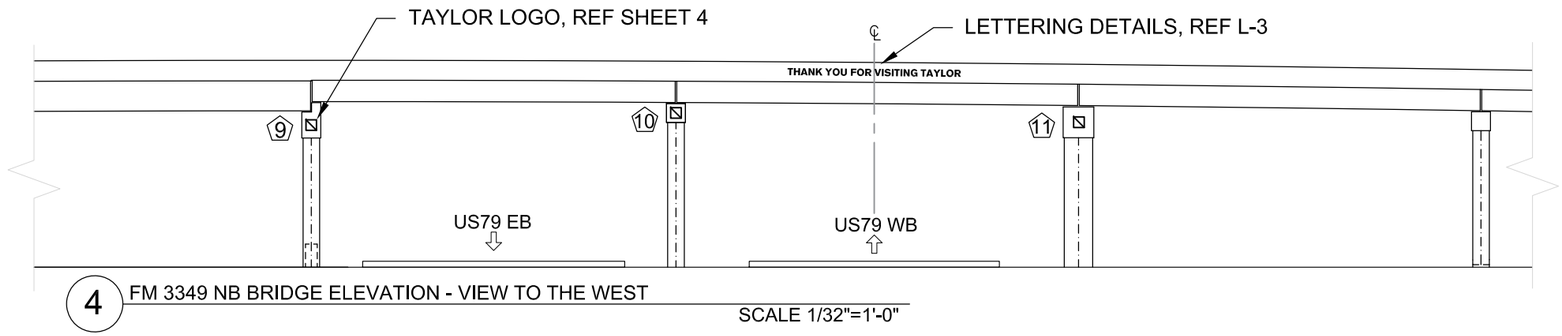
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KEY PLAN

SHEET **1** OF **4**

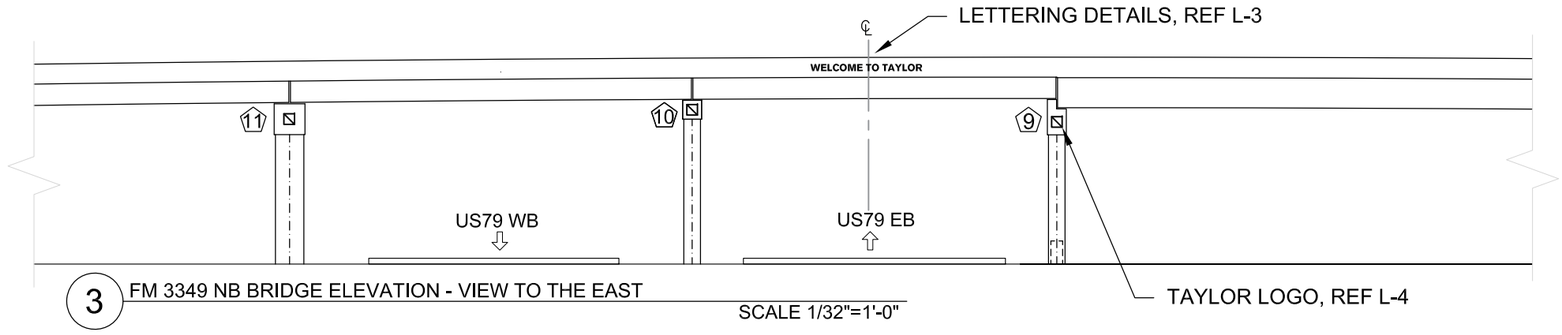
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CHECK N/A	CONTROL	SECTION	JOB	
	0204	02	034	

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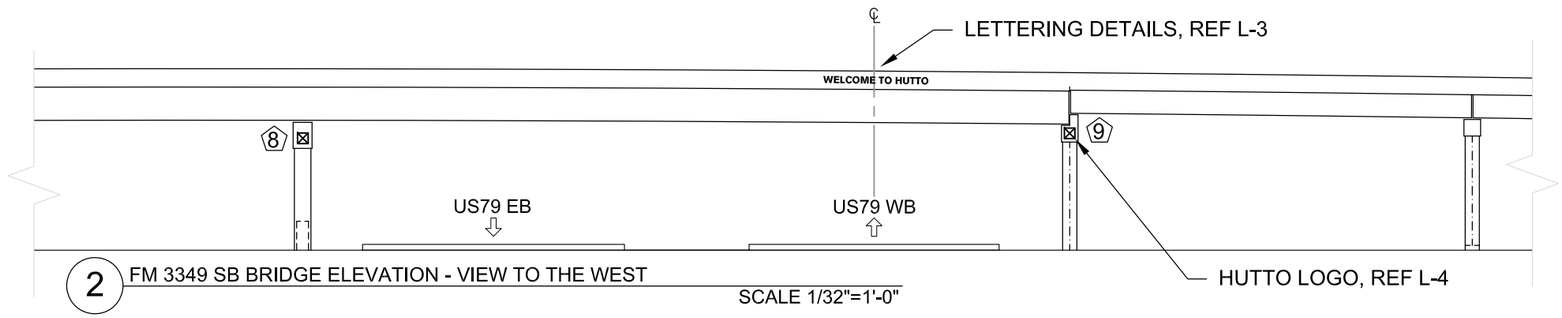
4 FM 3349 NB BRIDGE ELEVATION - VIEW TO THE WEST

SCALE 1/32"=1'-0"



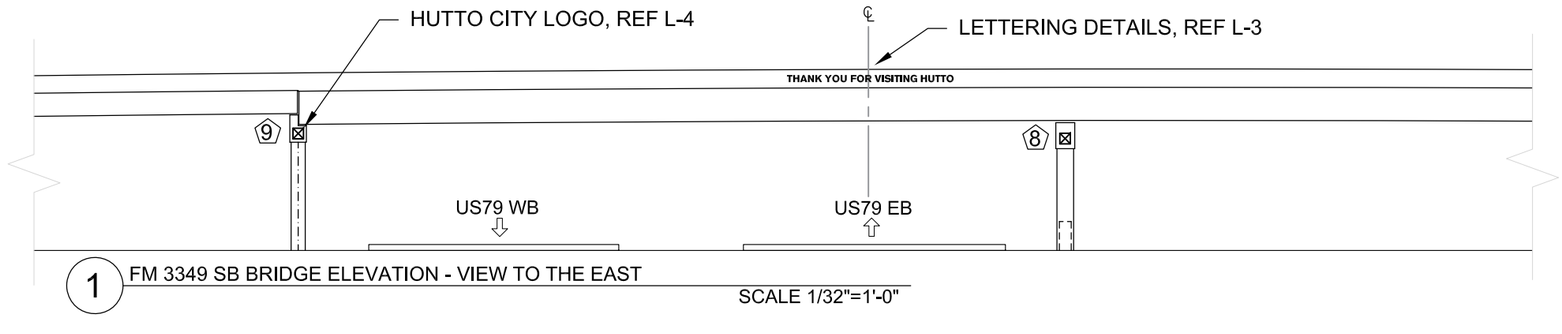
3 FM 3349 NB BRIDGE ELEVATION - VIEW TO THE EAST

SCALE 1/32"=1'-0"



2 FM 3349 SB BRIDGE ELEVATION - VIEW TO THE WEST

SCALE 1/32"=1'-0"



1 FM 3349 SB BRIDGE ELEVATION - VIEW TO THE EAST

SCALE 1/32"=1'-0"

LEGEND

COLUMN NO. , REF. STRUCTURAL PLANS AND DEAILS

TAYLOR LOGO. QTY: 6

HUTTO LOGO. QTY: 4

LETTERING ON FM 3349 BRIDGES

NO.	DATE	REVISION	APPROVED

HNTB Corporation
The HNTB Companies
Infrastructure Solutions
Firm Registration Number 420

Texas Department of Transportation

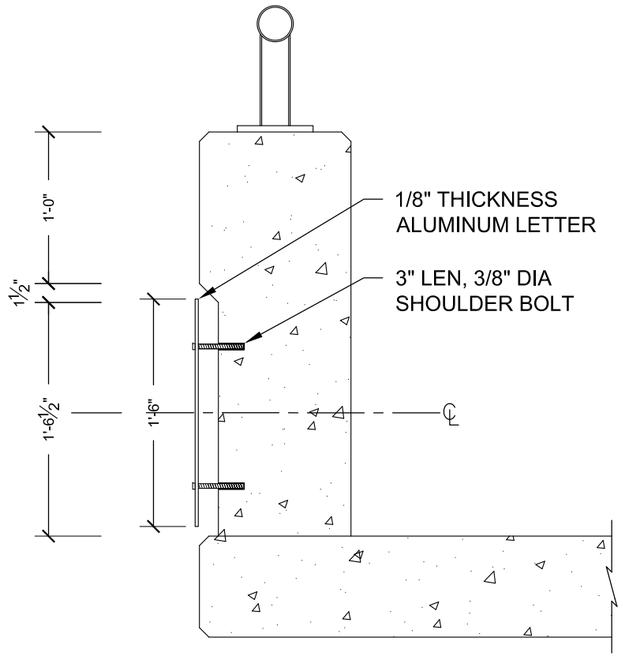
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LETTERING ELEVATIONS

SHEET 2 OF 4

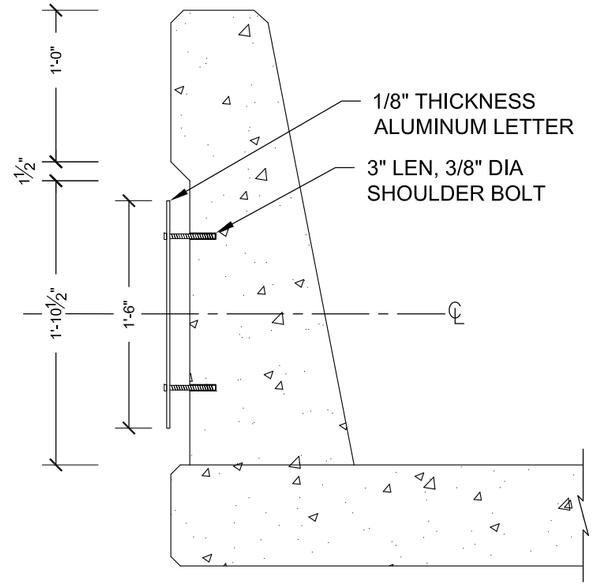
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CHECK N/A	CONTROL	SECTION	JOB	
	0204	02	034	

USER: ACHAUDHRY DATE: 9/26/2023 TIME: 5:18:30 PM
FILE: FM3349-LETTERING & LOGOS-PLANELEVATIONS.DWG



4 LETTERING MOUNTED ON C221 RAIL

SCALE:1"=1'-0"

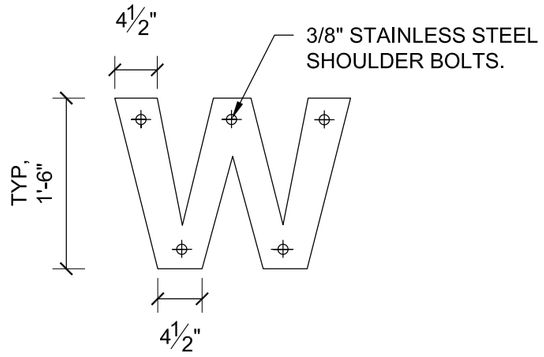


3 LETTERING MOUNTED ON SSTR RAIL

SCALE 1"=1'-0"

NOTES:

1. LETTERS ARE 1/8" THICKNESS ALUMINUM AND 18" HEIGHT.
2. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR EACH LETTER SHOWING EXACT BOLT LOCATIONS.
3. LETTERS SHALL BE PAINTED IN BLACK ACRYLIC / LATEX EXTERIOR GRADE PAINT.
4. CONTRACTOR SHALL SUBMIT COLOR SAMPLE FOR ENGINEER'S APPROVAL BEFORE APPLICATION.
5. LETTERING BOLTS SHALL NOT DISTURB BRIDGE RAIL STRUCTURE REINFORCEMENT, REF. TYP RAIL STRUCTURE DETAIL.



2 METAL LETTER DETAIL

SCALE: 3/4"=1'-0"

23'-7"

WELCOME TO TAYLOR

22'-2½"

WELCOME TO HUTTO

36'-7"

THANK YOU FOR VISITING TAYLOR

35'-3"

1'-6" **THANK YOU FOR VISITING HUTTO**

FONT: **Akzidenz Grotesk BE-bold**

1 LETTERING OVERALL DIMENSIONS

SCALE 3/16"=1'-0"

LETTERING ON FM 3349 BRIDGES

NO.	DATE	REVISION	APPROVED

HNTB Corporation
The HNTB Companies
Infrastructure Solutions
Firm Registration Number 420

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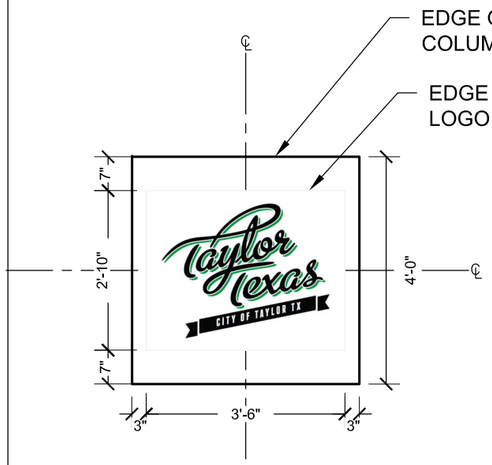
Texas Department of Transportation

METAL LETTERING DETAILS

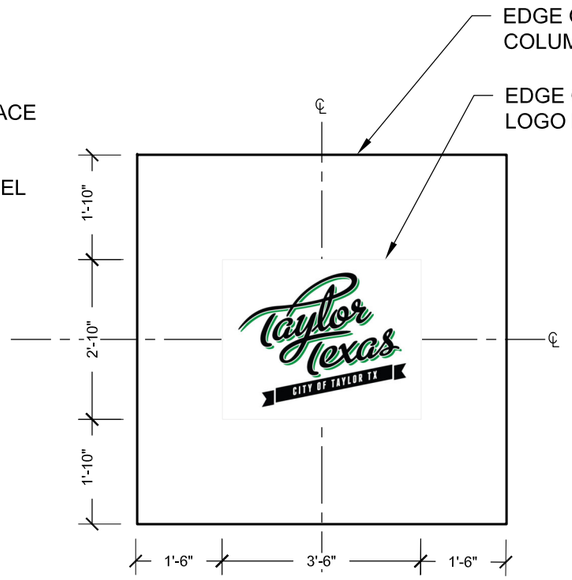
SHEET **3** OF **4**

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CHECK SH	TEXAS	AUS	WILLIAMSON	L-3
CHECK N/A	CONTROL	SECTION	JOB	
	0204	02	034	

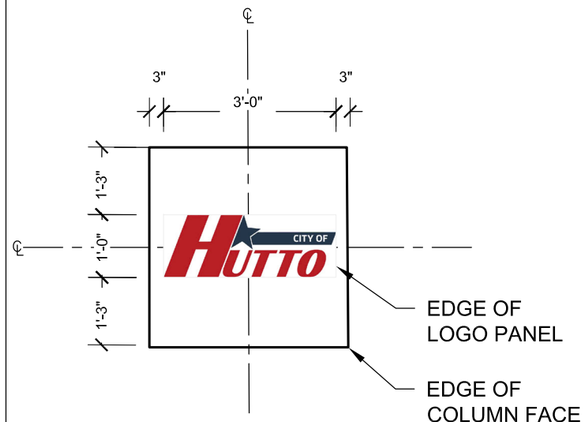
USER: ACHAUDHRY DATE: 9/26/2023 TIME: 5:18:30 PM
FILE: FM3349-LETTERING & LOGOS-DETAILS.DWG



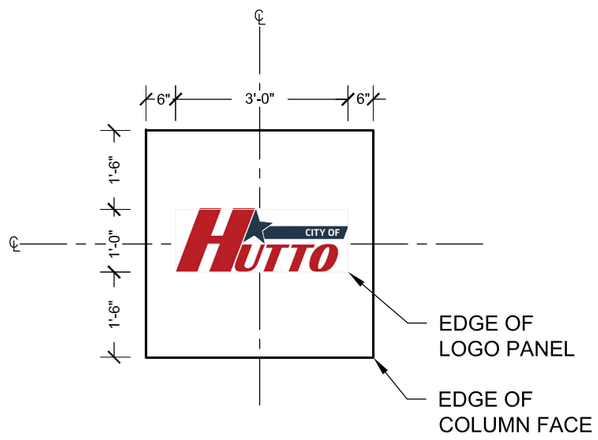
COLUMN # 9 &10 - NB
(4'-0"X4'0")



COLUMN # 11 - NB
(6'-6"X6'-6")



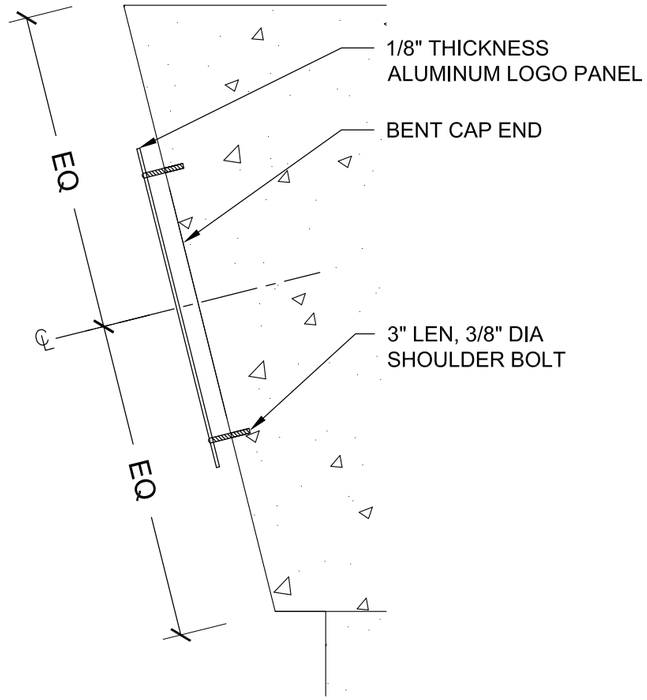
COLUMN # 9 - SB
(3'-6"X3'-6")



COLUMN # 8 - SB
(4'-0"X4'-0")

2 TYPICAL LOGO PANEL ON BENT CAP

SCALE: 3/8"=1'0"



1 LOGO DETAIL

SCALE 3/4"=1'0"

NOTES:

1. CITY LOGOS SHALL BE PAINTED ON ANODIZED ALUMINUM PANELS USING EXTERIOR GRADE ACRYLIC OR LATEX PAINT. LOGOS SHALL BE USED IN ACCORDANCE WITH REGULATIONS OF THE CITIES OF HUTTO AND TAYLOR, TEXAS
2. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS AND MOCKUP OF LOGO PANELS FOR ENGINEER'S APPROVAL.
3. LOGO PANELS SHALL BE CENTERED ON BENT CAPS
4. BOLTS SHALL NOT DISTURB BENT CAP STRUCTURE REINFORCEMENT

BENT CAP LOGOS ON FM 3349 BRIDGES

NO.	DATE	REVISION	APPROVED

HNTB Corporation
The HNTB Companies
Infrastructure Solutions
Firm Registration Number 420

Texas Department of Transportation

© 2023

METAL LOGO DETAIL

SHEET 4 OF 4

DESIGN	FED.RD. DIV.NO.	PROJECT NO.		HIGHWAY NO.
AC	6	P332		US 79
GRAPHICS AC	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK SH	TEXAS	AUS	WILLIAMSON	L-4
CHECK N/A	CONTROL	SECTION	JOB	
	0204	02	034	

USER: ACHAUDHRY DATE: 9/26/2023 TIME: 5:18:30 PM
FILE: FM3349-LETTERING & LOGOS-DETAILS.DWG

EXHIBIT “B”

Texas Department of Transportation

MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this _____ day of _____ 20____, by and between the State of Texas through the Texas Department of Transportation ("State"), and the City of _____ (population _____, 2020, latest Federal Census) acting by and through its duly authorized officers ("City").

R E C I T A L S

A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C**.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.

2. In this Agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:

   A. Non-Controlled Access highways or portions thereof which are described as "State Maintained and Operated" highways in the document attached and incorporated as **Exhibit A**.

   B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B**.

4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.

5. Exhibits that are a part of this Agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.

6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.

2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.

3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.

5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.

   A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices

   B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.

   C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.

   D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.

6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.

   A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.

   B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

C. This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.

7. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.

A. For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.

B. Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.

8. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.

9. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.

10. New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.

12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.

13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.

14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.

15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.

16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Non-Controlled Access)

A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

B. Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.

C. Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.

D. Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.

E. Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.

F. In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.

G. Install, operate, and maintain traffic signals in cities with less than 50,000 population.

H. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. City's Responsibilities (Non-Controlled Access)

A. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.

B. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.

C. Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).

D. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

E. Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.

F. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.

G. Perform mowing and litter pickup.

H. Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.

I. Perform snow and ice control.

J. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Controlled Access)

A. Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.

B. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.

C. Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.

D. Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

E. Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.

F. Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.

G. Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. City's Responsibilities (Controlled Access)

A. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.

B. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.

C. Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.

D. Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.

E. Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.

F. Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

G. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.

H. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).

I. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

1. All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.

2. Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.

3. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

City of Hutto

Signature

James R. Earp, CPM

Name

City Manager

Title

8/19/2024

Date

State of Texas

TxDOT District Engineer

Name

Date

Commissioners Court - Regular Session **51.**

Meeting Date: 08/27/2024

2024-2025 Budget Adoption

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

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

9:30 AM Hold Public Hearing on the 2024-2025 County Budget

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	08/14/2024 03:48 PM
Form Started By: Ashlie Holladay		Started On: 07/22/2024 01:26 PM
Final Approval Date: 08/14/2024		

Commissioners Court - Regular Session **52.**

Meeting Date: 08/27/2024

2024-2025 General Fund Budget Adoption

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

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the 2024-2025 General Fund Budget.

Background

Local Gov't Code Sec. 111.068. ADOPTION OF BUDGET. (a) At the conclusion of the public hearing, the commissioners court shall take action on the proposed budget. A vote to adopt the budget must be a record vote.
(b) The commissioners court may make any changes in the proposed budget that it considers warranted by the facts and law and required by the interest of the taxpayers, but the amounts budgeted in a fiscal year for expenditures from the various funds of the county may not exceed the balances in those funds as of the first day of the fiscal year, plus the anticipated revenue for the fiscal year as estimated by the county auditor.
(c) An adopted budget must contain a cover page that includes:
(1) one of the following statements in 18-point or larger type that accurately describes the adopted budget:
(A) "This budget will raise more revenue from property taxes than last year's budget by an amount of (insert total dollar amount of increase), which is a (insert percentage increase) percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";
(B) "This budget will raise less revenue from property taxes than last year's budget by an amount of (insert total dollar amount of decrease), which is a (insert percentage decrease) percent decrease from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";
or
(C) "This budget will raise the same amount of revenue from property taxes as last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";
(2) the record vote of each member of the commissioners court by name voting on the adoption of the budget;
(3) the county property tax rates for the preceding fiscal year, and each county property tax rate that has been adopted or calculated for the current fiscal year, including:
(A) the property tax rate;
(B) the no-new-revenue tax rate;
(C) the no-new-revenue maintenance and operations tax rate;
(D) the voter-approval tax rate; and
(E) the debt rate; and
(4) the total amount of county debt obligations.
(d) In this section, "debt obligation" means an issued public security as defined by Section 1201.002, Government Code, secured by property taxes.
Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:
Acts 2013, 83rd Leg., R.S., Ch. 1329 (S.B. 656), Sec. 7, eff. September 1, 2013.
Acts 2019, 86th Leg., R.S., Ch. 944 (S.B. 2), Sec. 82, eff. January 1, 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 11:05 AM
Form Started By: Ashlie Holladay		Started On: 07/22/2024 01:31 PM
Final Approval Date: 08/22/2024		

2024 - 2025 GENERAL FUND PRELIMINARY PROPOSED BUDGET

General Fund Budget Office Recommendations	$	336,843,764
SUBTOTAL	**$**	**336,843,764**

APPROVED ITEMS 8/13/2024					**SPONSOR**
583 Add Vehicle for Emergency Services Senior Director	$	102,410	$	25,000	Judge Gravell
560 FY24 Upfitting Carryover	$	535,502	$	535,502	Judge Gravell
540 Ambulance Price Increase	$	157,200	$	157,200	Judge Gravell
Veterans Services Office / Remove Asst. Veterans Services Officer	$	(80,640)	$	(80,640)	Commissioner Covey
Veterans Services Office / Veterans Svcs Specialist	$	62,962	$	62,962	Commissioner Covey
SUBTOTAL	**$**	**777,434**	**$**	**700,024**	

APPROVED ITEMS 8/20/2024					**SPONSOR**
401 Commissioners Court / Remove Project Manager Position	$	(175,000.00)	$	(175,000.00)	Judge Gravell
County Administrator to Oversee Pretrial Department	$	-	$	-	Judge Gravell
Salary Adjustment for District Court Reporters	$	(18,497.89)	$	(18,497.89)	Judge Gravell
Salary Adjustment for County Auditor	$	7,098.43	$	7,098.43	Judge Gravell
JP Death Investigators / 1 Lead Investigator, 3 Investigators, removal of vehicles/associated items	$	391,598	$	391,598	Commissioner Cook
To add 1 vehicle for the Death Investigator Office	$	61,723	$	6,723	Commissioner Cook
409 Remove Death Inquest Set Aside	$	(250,000.00)	$	(250,000.00)	Commissioner Covey
409 Air Quality Monitoring, Analyzing & Reporting / Clean Air Coalition	$	38,346	$	38,346	Commissioner Cook
409 / Magistrate / 1 Magistrate & 2 Pretrial Services Officers	$	339,288	$	339,288	Commissioner Covey
Merit to be used for Career Ladder for Associate Judges in Magistrate's Office $67,828	$	(67,828)	$	(67,828)	Commissioner Covey
Funding needed for Career Ladder for Magistrates	$	38,770	$	38,770	Commissioner Covey
Sheriff's Office / Medical and Psychiatric Contracts	$	65,000	$	65,000	Commissioner Covey
Division Director, Transportation & Road Bond B.49 $168,081.97	$	230,293.68	$	168,427.00	Commissioner Boles
SO - FY24 Vehicle Carryover / Unit SB1975 and SB1990	$	155,392.00	$	155,392.00	Commissioner Covey
Constable Pct #4 / FY24 Upfitting Carryover	$	88,725.00	$	88,725.00	Commissioner Covey

Cell Phone Stipend / Max stipend of $30 per month	$	(17,070.60)	$	(17,070.60)	Commissioner Long
SUBTOTAL	**$**	**887,838**	**$**	**770,971**	
SPONSORED ITEMS 8/27/2024					**SPONSOR**
0477 Remove Magistrate Office	$	(833,924.32)			Judge Gravell
Accident Replacement for 1 Motor Unit SE2068	$	35,000.00			Judge Gravell
0560 SO Livestock Truck Received in FY24	$	(55,247.00)			Judge Gravell
Salary for Juvenile Director	$	56,050.04			Judge Gravell
Health District / Reduction of Medical ER from 108 employees to 100	$	(77,760.00)			Judge Gravell
Change in Fee Schedule / Juvenile Court Appointed Attorneys for District Courts	$	50,000.00			Judge Gravell
Change in Attorney Fees for CPS Related Cases	$	200,000.00			Judge Gravell
Add Uniforms to Death Inquest Specialists / $200 each or 1 jacket and 3 shirts	$	800.00			Judge Gravell
Juvenile Hail Storm Fleet Repairs FY24 Carryover	$	17,441.00			Judge Gravell
Building	$	18,028,225.00			Commissioner Covey
Increased Maintenance and Utilities for Building	$	334,600.00			Commissioner Covey
Right of Way / LRTP		TBD			Commissioner Covey
SUBTOTAL	**$**	**17,755,185**	**$**	**-**	
GRAND TOTAL			**$**	**338,314,759**	

2024 - 2025 ROAD AND BRIDGE FUND PRELIMINARY PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations		$	70,568,324
SUBTOTAL		**$**	**70,568,324**

APPROVED ITEMS 8/13/2024				**SPONSOR**
Executive Asst. for Development Svcs & Drainage Division B28 $59,926.92	$ 89,848.49	$	89,848.49	Commissioner Long
Add Engineer I PCN 1967	$ 166,417.96	$	166,417.96	Commissioner Boles
SUBTOTAL	**$ 256,266.44**	**$**	**256,266.44**	

APPROVED ITEMS 8/20/2024				**SPONSOR**
Round Rock Well Repair	$ 75,000.00	$	75,000.00	Commissioner Cook
Professional Services / Flood Plain Update Activities	$ 4,000,000.00	$	2,200,000.00	Commissioner Boles
Division Director, Transportation & Road Bond B.49 $168,081.97	$ 230,293.68	$	56,143.00	Commissioner Boles
Cell Phone Stipend / Max stipend of $30 per month	$ (2,226.60)	$	(2,226.60)	Commissioner Long
SUBTOTAL	**$ 4,303,067.08**	**$**	**2,328,916.40**	

SPONSORED ITEMS 8/27/2024				**SPONSOR**
Approve 000777 Capital Projects List for Road and Bridge	$ -			Judge Gravell
SUBTOTAL	**$ -**	**$**	**-**	

GRAND TOTAL	**$**	**73,153,507**

2024 - 2025 DEBT SERVICE FUND PRELIMINARY PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations	$	200,753,135
TOTAL	**$**	**200,753,135**

SPONSORED ITEMS 8/27/2024			**SPONSOR**
SUBTOTAL	**$**	**-**	
GRAND TOTAL	**$**	**200,753,135**	
GENERAL FUND, ROAD & BRIDGE FUND and DEBT SERVICE FUND TOTAL	**$**	**612,221,400**	

Commissioners Court - Regular Session **53.**

Meeting Date: 08/27/2024

2024-2025 Road and Bridge Fund Budget Adoption

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

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the 2024-2025 Road and Bridge Fund Budget.

Background

Local Gov't Code Sec. 111.068. ADOPTION OF BUDGET. (a) At the conclusion of the public hearing, the commissioners court shall take action on the proposed budget. A vote to adopt the budget must be a record vote.
(b) The commissioners court may make any changes in the proposed budget that it considers warranted by the facts and law and required by the interest of the taxpayers, but the amounts budgeted in a fiscal year for expenditures from the various funds of the county may not exceed the balances in those funds as of the first day of the fiscal year, plus the anticipated revenue for the fiscal year as estimated by the county auditor.
(c) An adopted budget must contain a cover page that includes:
(1) one of the following statements in 18-point or larger type that accurately describes the adopted budget:
(A) "This budget will raise more revenue from property taxes than last year's budget by an amount of (insert total dollar amount of increase), which is a (insert percentage increase) percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";
(B) "This budget will raise less revenue from property taxes than last year's budget by an amount of (insert total dollar amount of decrease), which is a (insert percentage decrease) percent decrease from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";
(C) "This budget will raise the same amount of revenue from property taxes as last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";
(2) the record vote of each member of the commissioners court by name voting on the adoption of the budget;
(3) the county property tax rates for the preceding fiscal year, and each county property tax rate that has been adopted or calculated for the current fiscal year, including:
(A) the property tax rate;
(B) the no-new-revenue tax rate;
(C) the no-new-revenue maintenance and operations tax rate;
(D) the voter-approval tax rate; and
(E) the debt rate; and
(4) the total amount of county debt obligations.
(d) In this section, "debt obligation" means an issued public security as defined by Section 1201.002, Government Code, secured by property taxes.
Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:
Acts 2013, 83rd Leg., R.S., Ch. 1329 (S.B. 656), Sec. 7, eff. September 1, 2013.
Acts 2019, 86th Leg., R.S., Ch. 944 (S.B. 2), Sec. 82, eff. January 1, 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY25 Preliminary Proposed Budget
000777

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 11:05 AM
Form Started By: Ashlie Holladay		Started On: 07/22/2024 01:33 PM
Final Approval Date: 08/22/2024		

2024 - 2025 GENERAL FUND PRELIMINARY PROPOSED BUDGET

General Fund Budget Office Recommendations	$	336,843,764
SUBTOTAL	**$**	**336,843,764**

APPROVED ITEMS 8/13/2024					**SPONSOR**
583 Add Vehicle for Emergency Services Senior Director	$	102,410	$	25,000	Judge Gravell
560 FY24 Upfitting Carryover	$	535,502	$	535,502	Judge Gravell
540 Ambulance Price Increase	$	157,200	$	157,200	Judge Gravell
Veterans Services Office / Remove Asst. Veterans Services Officer	$	(80,640)	$	(80,640)	Commissioner Covey
Veterans Services Office / Veterans Svcs Specialist	$	62,962	$	62,962	Commissioner Covey
SUBTOTAL	**$**	**777,434**	**$**	**700,024**	

APPROVED ITEMS 8/20/2024					**SPONSOR**
401 Commissioners Court / Remove Project Manager Position	$	(175,000.00)	$	(175,000.00)	Judge Gravell
County Administrator to Oversee Pretrial Department	$	-	$	-	Judge Gravell
Salary Adjustment for District Court Reporters	$	(18,497.89)	$	(18,497.89)	Judge Gravell
Salary Adjustment for County Auditor	$	7,098.43	$	7,098.43	Judge Gravell
JP Death Investigators / 1 Lead Investigator, 3 Investigators, removal of vehicles/associated items	$	391,598	$	391,598	Commissioner Cook
To add 1 vehicle for the Death Investigator Office	$	61,723	$	6,723	Commissioner Cook
409 Remove Death Inquest Set Aside	$	(250,000.00)	$	(250,000.00)	Commissioner Covey
409 Air Quality Monitoring, Analyzing & Reporting / Clean Air Coalition	$	38,346	$	38,346	Commissioner Cook
409 / Magistrate / 1 Magistrate & 2 Pretrial Services Officers	$	339,288	$	339,288	Commissioner Covey
Merit to be used for Career Ladder for Associate Judges in Magistrate's Office $67,828	$	(67,828)	$	(67,828)	Commissioner Covey
Funding needed for Career Ladder for Magistrates	$	38,770	$	38,770	Commissioner Covey
Sheriff's Office / Medical and Psychiatric Contracts	$	65,000	$	65,000	Commissioner Covey
Division Director, Transportation & Road Bond B.49 $168,081.97	$	230,293.68	$	168,427.00	Commissioner Boles
SO - FY24 Vehicle Carryover / Unit SB1975 and SB1990	$	155,392.00	$	155,392.00	Commissioner Covey
Constable Pct #4 / FY24 Upfitting Carryover	$	88,725.00	$	88,725.00	Commissioner Covey

Cell Phone Stipend / Max stipend of $30 per month	$	(17,070.60)	$	(17,070.60)	Commissioner Long
SUBTOTAL	**$**	**887,838**	**$**	**770,971**	
SPONSORED ITEMS 8/27/2024					**SPONSOR**
0477 Remove Magistrate Office	$	(833,924.32)			Judge Gravell
Accident Replacement for 1 Motor Unit SE2068	$	35,000.00			Judge Gravell
0560 SO Livestock Truck Received in FY24	$	(55,247.00)			Judge Gravell
Salary for Juvenile Director	$	56,050.04			Judge Gravell
Health District / Reduction of Medical ER from 108 employees to 100	$	(77,760.00)			Judge Gravell
Change in Fee Schedule / Juvenile Court Appointed Attorneys for District Courts	$	50,000.00			Judge Gravell
Change in Attorney Fees for CPS Related Cases	$	200,000.00			Judge Gravell
Add Uniforms to Death Inquest Specialists / $200 each or 1 jacket and 3 shirts	$	800.00			Judge Gravell
Juvenile Hail Storm Fleet Repairs FY24 Carryover	$	17,441.00			Judge Gravell
Building	$	18,028,225.00			Commissioner Covey
Increased Maintenance and Utilities for Building	$	334,600.00			Commissioner Covey
Right of Way / LRTP		TBD			Commissioner Covey
SUBTOTAL	**$**	**17,755,185**	**$**	**-**	
GRAND TOTAL			**$**	**338,314,759**	

2024 - 2025 ROAD AND BRIDGE FUND PRELIMINARY PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations		$	70,568,324
SUBTOTAL		**$**	**70,568,324**

APPROVED ITEMS 8/13/2024				**SPONSOR**
Executive Asst. for Development Svcs & Drainage Division B28 $59,926.92	$ 89,848.49	$	89,848.49	Commissioner Long
Add Engineer I PCN 1967	$ 166,417.96	$	166,417.96	Commissioner Boles
SUBTOTAL	**$ 256,266.44**	**$**	**256,266.44**	

APPROVED ITEMS 8/20/2024				**SPONSOR**
Round Rock Well Repair	$ 75,000.00	$	75,000.00	Commissioner Cook
Professional Services / Flood Plain Update Activities	$ 4,000,000.00	$	2,200,000.00	Commissioner Boles
Division Director, Transportation & Road Bond B.49 $168,081.97	$ 230,293.68	$	56,143.00	Commissioner Boles
Cell Phone Stipend / Max stipend of $30 per month	$ (2,226.60)	$	(2,226.60)	Commissioner Long
SUBTOTAL	**$ 4,303,067.08**	**$**	**2,328,916.40**	

SPONSORED ITEMS 8/27/2024				**SPONSOR**
Approve 000777 Capital Projects List for Road and Bridge	$ -			Judge Gravell
SUBTOTAL	**$ -**	**$**	**-**	

GRAND TOTAL	**$**	**73,153,507**

2024 - 2025 DEBT SERVICE FUND PRELIMINARY PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations	$	200,753,135
TOTAL	**$**	**200,753,135**

SPONSORED ITEMS 8/27/2024			**SPONSOR**
SUBTOTAL	**$**	**-**	
GRAND TOTAL	**$**	**200,753,135**	
GENERAL FUND, ROAD & BRIDGE FUND and DEBT SERVICE FUND TOTAL	**$**	**612,221,400**	

Object Type	Department *	Object *	Description	2025
Expenses	0200-0210 - UNIFIED ROAD SYSTEM	000777 - *TRANSFER TO CAPITAL PROJECTS	P546-CR 255/289	12,594,000.00
Expenses	0200-0210 - UNIFIED ROAD SYSTEM	000777 - *TRANSFER TO CAPITAL PROJECTS	P645-CR 143	1,600,000.00
Expenses	0200-0210 - UNIFIED ROAD SYSTEM	000777 - *TRANSFER TO CAPITAL PROJECTS	P499-CR 201 (Ph 1 of 3)	625,000.00
Expenses	0200-0210 - UNIFIED ROAD SYSTEM	000777 - *TRANSFER TO CAPITAL PROJECTS	NEW-Bar W Ranch Blvd @ Ronald Reagan Blvd	900,000.00
Expenses	0200-0210 - UNIFIED ROAD SYSTEM	000777 - *TRANSFER TO CAPITAL PROJECTS	P623-CR 313	2,000,000.00
Expenses	0200-0210 - UNIFIED ROAD SYSTEM	000777 - *TRANSFER TO CAPITAL PROJECTS	NEW-CR 267	600,000.00
Expenses	0200-0210 - UNIFIED ROAD SYSTEM	000777 - *TRANSFER TO CAPITAL PROJECTS	NEW-Larkspur Park Blvd	450,000.00
Expenses	0200-0210 - UNIFIED ROAD SYSTEM	000777 - *TRANSFER TO CAPITAL PROJECTS	P546-CR 255/289	238,000.00
Expenses	0200-0210 - UNIFIED ROAD SYSTEM	000777 - *TRANSFER TO CAPITAL PROJECTS	P499-CR 201 Ph 1 of 3	587,000.00
Expenses	0200-0210 - UNIFIED ROAD SYSTEM	000777 - *TRANSFER TO CAPITAL PROJECTS	P88-Meadows of Chandler Creek Ph II	200,000.00
Expenses	0200-0210 - UNIFIED ROAD SYSTEM	000777 - *TRANSFER TO CAPITAL PROJECTS	NEW-Traffic Signal	100,000.00
Expenses	0200-0210 - UNIFIED ROAD SYSTEM	000777 - *TRANSFER TO CAPITAL PROJECTS	NEW-CR 241	100,000.00
Expenses	0200-0210 - UNIFIED ROAD SYSTEM	000777 - *TRANSFER TO CAPITAL PROJECTS	NEW-CR 394	60,000.00
Expenses	0200-0210 - UNIFIED ROAD SYSTEM	000777 - *TRANSFER TO CAPITAL PROJECTS	NEW-CR 153	120,000.00
Expenses	0200-0210 - UNIFIED ROAD SYSTEM	000777 - *TRANSFER TO CAPITAL PROJECTS	LRTP	5,000,000.00
Expenses	0200-0210 - UNIFIED ROAD SYSTEM	000777 - *TRANSFER TO CAPITAL PROJECTS	P643 Personnel Bldg Expansion	1,500,000.00
Expenses	0200-0210 - UNIFIED ROAD SYSTEM	000777 - *TRANSFER TO CAPITAL PROJECTS	NEW Neighborhood culvert emergency construction	750,000.00
Data below this row will not be imported.				**27,424,000.00**

Commissioners Court - Regular Session **54.**

Meeting Date: 08/27/2024

2024-2025 Debt Service Fund Budget Adoption

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

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the 2024-2025 Debt Service Fund Budget.

Background

Local Gov't Code Sec. 111.068. ADOPTION OF BUDGET. (a) At the conclusion of the public hearing, the commissioners court shall take action on the proposed budget. A vote to adopt the budget must be a record vote.
(b) The commissioners court may make any changes in the proposed budget that it considers warranted by the facts and law and required by the interest of the taxpayers, but the amounts budgeted in a fiscal year for expenditures from the various funds of the county may not exceed the balances in those funds as of the first day of the fiscal year, plus the anticipated revenue for the fiscal year as estimated by the county auditor.
(c) An adopted budget must contain a cover page that includes:
(1) one of the following statements in 18-point or larger type that accurately describes the adopted budget:
(A) "This budget will raise more revenue from property taxes than last year's budget by an amount of (insert total dollar amount of increase), which is a (insert percentage increase) percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";
(B) "This budget will raise less revenue from property taxes than last year's budget by an amount of (insert total dollar amount of decrease), which is a (insert percentage decrease) percent decrease from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";
(C) "This budget will raise the same amount of revenue from property taxes as last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";
(2) the record vote of each member of the commissioners court by name voting on the adoption of the budget;
(3) the county property tax rates for the preceding fiscal year, and each county property tax rate that has been adopted or calculated for the current fiscal year, including:
(A) the property tax rate;
(B) the no-new-revenue tax rate;
(C) the no-new-revenue maintenance and operations tax rate;
(D) the voter-approval tax rate; and
(E) the debt rate; and
(4) the total amount of county debt obligations.
(d) In this section, "debt obligation" means an issued public security as defined by Section 1201.002, Government Code, secured by property taxes.
Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:
Acts 2013, 83rd Leg., R.S., Ch. 1329 (S.B. 656), Sec. 7, eff. September 1, 2013.
Acts 2019, 86th Leg., R.S., Ch. 944 (S.B. 2), Sec. 82, eff. January 1, 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 11:05 AM
Form Started By: Ashlie Holladay		Started On: 07/22/2024 01:35 PM
Final Approval Date: 08/22/2024		

2024 - 2025 GENERAL FUND PRELIMINARY PROPOSED BUDGET

General Fund Budget Office Recommendations	$	336,843,764
SUBTOTAL	**$**	**336,843,764**

APPROVED ITEMS 8/13/2024					**SPONSOR**
583 Add Vehicle for Emergency Services Senior Director	$	102,410	$	25,000	Judge Gravell
560 FY24 Upfitting Carryover	$	535,502	$	535,502	Judge Gravell
540 Ambulance Price Increase	$	157,200	$	157,200	Judge Gravell
Veterans Services Office / Remove Asst. Veterans Services Officer	$	(80,640)	$	(80,640)	Commissioner Covey
Veterans Services Office / Veterans Svcs Specialist	$	62,962	$	62,962	Commissioner Covey
SUBTOTAL	**$**	**777,434**	**$**	**700,024**	

APPROVED ITEMS 8/20/2024					**SPONSOR**
401 Commissioners Court / Remove Project Manager Position	$	(175,000.00)	$	(175,000.00)	Judge Gravell
County Administrator to Oversee Pretrial Department	$	-	$	-	Judge Gravell
Salary Adjustment for District Court Reporters	$	(18,497.89)	$	(18,497.89)	Judge Gravell
Salary Adjustment for County Auditor	$	7,098.43	$	7,098.43	Judge Gravell
JP Death Investigators / 1 Lead Investigator, 3 Investigators, removal of vehicles/associated items	$	391,598	$	391,598	Commissioner Cook
To add 1 vehicle for the Death Investigator Office	$	61,723	$	6,723	Commissioner Cook
409 Remove Death Inquest Set Aside	$	(250,000.00)	$	(250,000.00)	Commissioner Covey
409 Air Quality Monitoring, Analyzing & Reporting / Clean Air Coalition	$	38,346	$	38,346	Commissioner Cook
409 / Magistrate / 1 Magistrate & 2 Pretrial Services Officers	$	339,288	$	339,288	Commissioner Covey
Merit to be used for Career Ladder for Associate Judges in Magistrate's Office $67,828	$	(67,828)	$	(67,828)	Commissioner Covey
Funding needed for Career Ladder for Magistrates	$	38,770	$	38,770	Commissioner Covey
Sheriff's Office / Medical and Psychiatric Contracts	$	65,000	$	65,000	Commissioner Covey
Division Director, Transportation & Road Bond B.49 $168,081.97	$	230,293.68	$	168,427.00	Commissioner Boles
SO - FY24 Vehicle Carryover / Unit SB1975 and SB1990	$	155,392.00	$	155,392.00	Commissioner Covey
Constable Pct #4 / FY24 Upfitting Carryover	$	88,725.00	$	88,725.00	Commissioner Covey

Cell Phone Stipend / Max stipend of $30 per month	$	(17,070.60)	$	(17,070.60)	Commissioner Long
SUBTOTAL	**$**	**887,838**	**$**	**770,971**	
SPONSORED ITEMS 8/27/2024					**SPONSOR**
0477 Remove Magistrate Office	$	(833,924.32)			Judge Gravell
Accident Replacement for 1 Motor Unit SE2068	$	35,000.00			Judge Gravell
0560 SO Livestock Truck Received in FY24	$	(55,247.00)			Judge Gravell
Salary for Juvenile Director	$	56,050.04			Judge Gravell
Health District / Reduction of Medical ER from 108 employees to 100	$	(77,760.00)			Judge Gravell
Change in Fee Schedule / Juvenile Court Appointed Attorneys for District Courts	$	50,000.00			Judge Gravell
Change in Attorney Fees for CPS Related Cases	$	200,000.00			Judge Gravell
Add Uniforms to Death Inquest Specialists / $200 each or 1 jacket and 3 shirts	$	800.00			Judge Gravell
Juvenile Hail Storm Fleet Repairs FY24 Carryover	$	17,441.00			Judge Gravell
Building	$	18,028,225.00			Commissioner Covey
Increased Maintenance and Utilities for Building	$	334,600.00			Commissioner Covey
Right of Way / LRTP		TBD			Commissioner Covey
SUBTOTAL	**$**	**17,755,185**	**$**	**-**	
GRAND TOTAL			**$**	**338,314,759**	

2024 - 2025 ROAD AND BRIDGE FUND PRELIMINARY PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations		$	70,568,324
SUBTOTAL		**$**	**70,568,324**

APPROVED ITEMS 8/13/2024				**SPONSOR**
Executive Asst. for Development Svcs & Drainage Division B28 $59,926.92	$ 89,848.49	$	89,848.49	Commissioner Long
Add Engineer I PCN 1967	$ 166,417.96	$	166,417.96	Commissioner Boles
SUBTOTAL	**$ 256,266.44**	**$**	**256,266.44**	

APPROVED ITEMS 8/20/2024				**SPONSOR**
Round Rock Well Repair	$ 75,000.00	$	75,000.00	Commissioner Cook
Professional Services / Flood Plain Update Activities	$ 4,000,000.00	$	2,200,000.00	Commissioner Boles
Division Director, Transportation & Road Bond B.49 $168,081.97	$ 230,293.68	$	56,143.00	Commissioner Boles
Cell Phone Stipend / Max stipend of $30 per month	$ (2,226.60)	$	(2,226.60)	Commissioner Long
SUBTOTAL	**$ 4,303,067.08**	**$**	**2,328,916.40**	

SPONSORED ITEMS 8/27/2024				**SPONSOR**
Approve 000777 Capital Projects List for Road and Bridge	$ -			Judge Gravell
SUBTOTAL	**$ -**	**$**	**-**	

GRAND TOTAL	**$**	**73,153,507**

2024 - 2025 DEBT SERVICE FUND PRELIMINARY PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations	$	200,753,135
TOTAL	**$**	**200,753,135**

SPONSORED ITEMS 8/27/2024			**SPONSOR**
SUBTOTAL	**$**	**-**	
GRAND TOTAL	**$**	**200,753,135**	
GENERAL FUND, ROAD & BRIDGE FUND and DEBT SERVICE FUND TOTAL	**$**	**612,221,400**	

Commissioners Court - Regular Session **55.**

Meeting Date: 08/27/2024

FY 2024/2025 Proposed Budget Order

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Fiscal Year 2024/2025 Budget Order.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY 2024/2025 Budget Order - Tracked Changes

FY 2024/2025 Budget Order - No Mark Up

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	08/21/2024 10:33 AM
Form Started By: Andrea Schiele		Started On: 08/21/2024 10:25 AM
Final Approval Date: 08/21/2024		

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2024/2025 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2024/2025;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	$163,890.48
b)	Judge of the County Court at Law #1	$171,000.00
c)	Judge of the County Court at Law #2	$185,000.00
d)	Judge of the County Court at Law #3	$193,400.00
e)	Judge of the County Court at Law #4	$193,400.00
f)	Judge of the County Court at Law #5	$157,000.00
g)	County Attorney	$181,884.30
h)	County Sheriff	$170,515.28
i)	County Clerk	$145,309.06
j)	District Clerk	$145,309.06
k)	County Tax Assessor/Collector	$146,190.98
l)	County Treasurer	$134,707.30
m)	Each County Commissioner	$144,055.86
n)	Each Justice of the Peace	$124,747.48
o)	Each Constable	$119,776.54

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2024/2025 budget year is as follows:

Veterans Day	Monday	November 11, 2024
Thanksgiving Holiday	Thursday Friday	November 28, 2024 November 29, 2024
Christmas Holiday	Tuesday Wednesday	December 24, 2024 December 25, 2024
New Year's Holiday	Wednesday	January 1, 2025
Martin Luther King Day	Monday	January 20, 2025
President's Day	Monday	February 17, 2025
Good Friday	Friday	April 18, 2025
Memorial Day	Monday	May 26, 2025
Emancipation Day	Thursday	June 19, 2025
Independence Holiday	Friday	July 4, 2025
Labor Day	Monday	September 1, 2025

Note: The Williamson County Employee Policy Manual contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices. In the event an employee separates from Williamson County's employment, any supplemental pay will be calculated through the last day worked. Please note that total amounts may not be exact due to the rounding within our systems.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid per month:

Sheriff's Office – Maximum of 19 positions, including two CID, $175
Corrections – Maximum of 32 positions, $175
Emergency Medical Services – Maximum of 20 positions, $175

Emergency Communications - Maximum of 16 positions, $100 per pay period

2. Supplemental Pay - Designated positions will be paid amount listed per month.

Sheriff's Office – Maximum of 10 positions for CIT at $250 per month
- Maximum of 32 positions for Detectives at $350 per month

Corrections – All Bailiffs at $250 per month
Maximum of 2 positions for Detective at $350 per month.
Maximum of 4 positions for Lead Control Room Officer at $250 per month
Maximum of 2 position for Paramedic at $1,100 per month
Maximum of 5 positions for EMT-Advanced at $700 per month
Maximum of 22 positions for EMT-Basic at $400 per month

Emergency Medical Services - Maximum of 11 positions for EMT- Advanced at $300 per month

3. On-Call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services.

District Attorney's Office – Maximum of 1 Asst. District Attorney, $100 per week from the General Fund and $500 from the District Attorney's Asset Forfeiture Funds.

Facilities Maintenance – Maximum of 2 non-exempt positions, $100 per week

Public Safety IT – Maximum of 1 position, $200 per week

WC Radio Communication System - Maximum of 1 position, $100 per week

Sheriff's Office – Maximum of ~~2~~ 4 Detectives, $100 per week
Maximum of ~~1~~ 2 Sergeant, $100 per week
Maximum of 1 Crime Scene, $100 per week
Maximum of 1 Animal Control Officer, $100 per week
Maximum of 1 Livestock Deputy, $100 per week
Maximum of 1 Victims Assistance, $100 per week

Commented [AS1]: Requested by Sheriff's Office/Recommended by HR and Budget

Corrections - Maximum of 4 Commissioned Corrections Officers, $100 per week

4. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

District Attorney – Maximum of 18 positions, $5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund.

5. Board Supplements – Designated positions will be paid for serving on a specific board(s).

Juvenile Board – County Judge and District Judges (6), $400 per month.

6. County Supplements – Williamson County portion of elected state positions.

District Attorney – 1 position, $52,000, paid equally over 26 pay periods

District Judges – 6 positions, $13,200 per year, paid equally over 26 pay periods.

7. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, $5,500 per year, paid equally over 26 pay periods.

Paid to the Court Admin of the presiding County Court at Law Judge, for additional duties. 1 position, $5,500 per year, paid equally over 26 pay periods.

Commented [AS2]: Requested by HR

8. Lead Associate Judge Supplement – Paid to the approved Associate Judge for additional duties, 1 position, $10,000 per year, paid equally over 26 pay periods.

Commented [AS3]: Requested by HR

9~~8~~. Bilingual Stipend – Paid to the approved employee with funding allocated during the annual budget process for additional duties. Number of positions approved will vary based on workplace needs.

Basic - $50 per month for full time, annually $600
$25 per month for part time, annually $300

Commented [AS4]: Requested by County Judge's Office/Recommended by HR

Advanced - $100 per month for full time, annually $1,200
$50 per month for part time, annually $600

10. Shift Differential Supplement – Paid to the approved employees who are required to work non-traditional hours due to County business needs. The following criteria guide the use of shift differential. (1) Is only paid for fulltime, non-exempt positions in the amount of $150 per month (2) Is paid to employees whose regular work schedule (defined as at least 75% or more) has a daily start time between 3 p.m. and 3 a.m. and (3) They must be on the approved list below and departments must have sufficient funds within their budget to pay any shift differential requests.

Corrections – up to 100 positions
Sheriff's Office – up to 57 positions
Juvenile – up to 50 positions
Emergency Communications – up to 30 positions

Commented [AS5]: Requested by HR

IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical, and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.

B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

POLICY

1. **Non-exempt Compensation**

   Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt Compensation**

   At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's

credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

> Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.

The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

A budget amendment appropriated from cash ending reserves that will result in ongoing operational expenses requires approval by a super majority.

Commented [AS6]: Requested by Auditor

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior

to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 35% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's

Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is used to deposit proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of county employee events
b) Flowers for the death of a county employee only
c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
    i. The employee must be vested (8 years of service)
    ii. $60.00 allowed for employees with up to 15 years of service
    iii. $120.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs
e) Maximum of $300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
    i. Elected Official serving in his/her capacity for at least 1 term
    ii. Department Head who must be vested (8 years of service)
    iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Financial – General Procedures**

a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

c) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

i) Funds for recruitment items must be approved during the annual budget process.
ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
iii) "Give away" items such as pens, pencils, etc. should not exceed $5.00 per item.

All purchases must follow procurement guidelines.

VI. PURCHASING – GENERAL PROCEDURES

1. Williamson County adheres to Texas Local Government Code and Williamson County Purchasing Policy. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.

2. The Williamson County Purchasing Manual, P-Card Manual, as well as other more detailed information directing specific purchasing procedures and processes, can be located on the SharePoint Purchasing Portal at: ***https://wilco365.sharepoint.com/purchasingportal.***

This site provides county departments access to:

a. Policies, Procedures and Manuals
b. Training Materials
c. Forms
d. Guides and other tools to assist in the purchasing process

3. The County Auditor's Office will audit P-Card Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by the Purchasing Department and the County Auditor's Office. Actions may include:

a. Retraining
b. Reduction of credit limits
c. Suspension of account

Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
b) Each Constable and Deputy Constables
c) Investigators in the District Attorney and County Attorneys offices
d) Two on call maintenance employees designated by the Maintenance Division Director This includes the ability to take the vehicle while on call only outside of the County as much as 40 miles beyond the County line.
e) Division Commanders, and Operation Commander(s) approved by EMS Director
f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
g) The Director of Field Operations, (12) Senior Foremen and Foreman
h) The Senior Director of Emergency Services, Director of Emergency Management and the Deputy Director of Emergency Management
i) The Wireless Communications Tower Technician

Commented [AS7]: Requested by Auditor

j) One on call Death Inquest Specialist designated by the Lead Death Inquest Specialist and/or County Administrator.

Commented [AS8]: Requested by Auditor

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

Sheriff's Office
S. Zion
D. Garrett

The following list has been exempted from the out of county policy for take home vehicles by the court.

Sheriff's Office
W. Steffen
J. Sapien
J. Helm
J. Guinn
J. Foster

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee has been established to oversee fleet performance, assets and compliance to policies and procedures. Duties include but are not limited to the following:

Commented [AS9]: Approved in Court 4-30-24

- Review of annual fleet solicitations
- Updates to fleet policies and procedures
- Review, reporting and recommendations regarding accidents
- Right sizing county fleet with emphasis on efficiencies
- Standardization of countywide Fleet

The Fleet committee is comprised of the following:

- Budget Office

- Constable representative
- County Judge
- Emergency Services Department
- Fleet
- Juvenile Services
- Risk Management
- Infrastructure
- Purchasing
- Sheriff's Office
- Auditor's Office

Each office will have one voting member with the exception of the Auditor's Office, who will be a non-voting member of the committee. This committee will be chaired by the County Judge.

A County Fleet Committee will review fleet policies and purchase requests and make recommendations for budgeting purposes. This committee will be chaired by the County Judge and will consist of one representative from the Budget Office, Emergency Services, Fleet Department, Juvenile Services, Risk Management, Infrastructure, Purchasing, the Sheriff's Office, the Auditor's Office, the County Judge, and one delegate representing all Constable's offices. The Auditor's Office is a non-voting member. The Purchasing Department shall coordinate the annual vehicle solicitation each summer with the goal of issuing all vehicle purchase orders for the upcoming fiscal year in the first week of October to expedite delivery. Only those vehicles approved during the budget process shall be purchased.

All accidents involving County vehicles and equipment must be reported to the Risk Manager in the Commissioners Court Department to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk Manager immediately in order to ensure that proper insurance coverage is in place.

~~A County Fleet Committee will review fleet policies and purchase requests and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Risk Management, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member. The Purchasing Department shall coordinate the annual vehicle solicitation each summer with the goal of issuing all vehicle purchase orders for the upcoming fiscal year in the first week of October to expedite delivery. Only those vehicles approved during the budget process shall be purchased.~~

~~All accidents involving County vehicles and equipment must be reported to the Risk Manager in the Commissioners Court Department to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and~~

~~buildings must be reported to the Risk Manager immediately in order to ensure that proper insurance coverage is in place.~~

VIII. CELL PHONE POLICY

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

2. Seven levels of cell phone stipends will be established:

$10.00 Per Month – ($5.00 per pmt)
$15.00 Per Month - ($7.50 per pmt)
$20.00 Per Month – ($10.00 per pmt)
$25.00 Per Month – ($12.50 per pmt)
$30.00 Per Month – ($15.00 per pmt)
~~$35.00 Per Month – ($17.50 per pmt)~~
~~$40.00 Per Month – ($20.00 per pmt)~~

Commented [AS10]: Motion by Commissioner Long

3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

5. Expenditures over the allowed stipend will not be reimbursed.

6. An approved cell phone stipend will not follow an employee if the employee changes positions.

7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend have obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of __ for, and __ against on the ____ of August 2024.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

_____ _____

Bill Gravell, County Judge Nancy E. Rister, County Clerk

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2024/2025 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2024/2025;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	$163,890.48
b)	Judge of the County Court at Law #1	$171,000.00
c)	Judge of the County Court at Law #2	$185,000.00
d)	Judge of the County Court at Law #3	$193,400.00
e)	Judge of the County Court at Law #4	$193,400.00
f)	Judge of the County Court at Law #5	$157,000.00
g)	County Attorney	$181,884.30
h)	County Sheriff	$170,515.28
i)	County Clerk	$145,309.06
j)	District Clerk	$145,309.06
k)	County Tax Assessor/Collector	$146,190.98
l)	County Treasurer	$134,707.30
m)	Each County Commissioner	$144,055.86
n)	Each Justice of the Peace	$124,747.48
o)	Each Constable	$119,776.54

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2024/2025 budget year is as follows:

Veterans Day	Monday	November 11, 2024
Thanksgiving Holiday	Thursday Friday	November 28, 2024 November 29, 2024
Christmas Holiday	Tuesday Wednesday	December 24, 2024 December 25, 2024
New Year's Holiday	Wednesday	January 1, 2025
Martin Luther King Day	Monday	January 20, 2025
President's Day	Monday	February 17, 2025
Good Friday	Friday	April 18, 2025
Memorial Day	Monday	May 26, 2025
Emancipation Day	Thursday	June 19, 2025
Independence Holiday	Friday	July 4, 2025
Labor Day	Monday	September 1, 2025

Note: The Williamson County Employee Policy Manual contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices. In the event an employee separates from Williamson County's employment, any supplemental pay will be calculated through the last day worked. Please note that total amounts may not be exact due to the rounding within our systems.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid per month:

Sheriff's Office – Maximum of 19 positions, including two CID, $175
Corrections – Maximum of 32 positions, $175
Emergency Medical Services – Maximum of 20 positions, $175

Emergency Communications - Maximum of 16 positions, $100 per pay period

2. Supplemental Pay - Designated positions will be paid amount listed per month.

Sheriff's Office – Maximum of 10 positions for CIT at $250 per month
- Maximum of 32 positions for Detectives at $350 per month

Corrections – All Bailiffs at $250 per month
Maximum of 2 positions for Detective at $350 per month.
Maximum of 4 positions for Lead Control Room Officer at $250 per month
Maximum of 2 position for Paramedic at $1,100 per month
Maximum of 5 positions for EMT-Advanced at $700 per month
Maximum of 22 positions for EMT-Basic at $400 per month

Emergency Medical Services - Maximum of 11 positions for EMT- Advanced at $300 per month

3. On-Call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services.

District Attorney's Office – Maximum of 1 Asst. District Attorney, $100 per week from the General Fund and $500 from the District Attorney's Asset Forfeiture Funds.

Facilities Maintenance – Maximum of 2 non-exempt positions, $100 per week

Public Safety IT – Maximum of 1 position, $200 per week

WC Radio Communication System - Maximum of 1 position, $100 per week

Sheriff's Office – Maximum of 4Detectives, $100 per week
Maximum of 2 Sergeant, $100 per week
Maximum of 1 Crime Scene, $100 per week
Maximum of 1 Animal Control Officer, $100 per week
Maximum of 1 Livestock Deputy, $100 per week
Maximum of 1 Victims Assistance, $100 per week

Corrections - Maximum of 4 Commissioned Corrections Officers, $100 per week

4. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

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7. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, $5,500 per year, paid equally over 26 pay periods.

Paid to the Court Admin of the presiding County Court at Law Judge, for additional duties. 1 position, $5,500 per year, paid equally over 26 pay periods.

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$25 per month for part time, annually $300

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10. Shift Differential Supplement – Paid to the approved employees who are required to work non-traditional hours due to County business needs. The following criteria guide the use of shift differential. (1) Is only paid for fulltime, non-exempt positions in the amount of $150 per month (2) Is paid to employees whose regular work schedule (defined as at least 75% or more) has a daily start time between 3 p.m. and 3 a.m. and (3) They must be on the approved list below and departments must have sufficient funds within their budget to pay any shift differential requests.

Corrections – up to 100 positions
Sheriff's Office – up to 57 positions
Juvenile – up to 50 positions
Emergency Communications – up to 30 positions

IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical, and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.

B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

POLICY

1. **Non-exempt Compensation**

   Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt Compensation**

   At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

> Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.

The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

A budget amendment appropriated from cash ending reserves that will result in ongoing operational expenses requires approval by a super majority.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be

budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 35% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for

violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is used to deposit proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of county employee events
b) Flowers for the death of a county employee only
c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
    i. The employee must be vested (8 years of service)
    ii. $60.00 allowed for employees with up to 15 years of service
    iii. $120.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs
e) Maximum of $300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
    i. Elected Official serving in his/her capacity for at least 1 term
    ii. Department Head who must be vested (8 years of service)
    iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Financial – General Procedures**

a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

c) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

   i) Funds for recruitment items must be approved during the annual budget process.
   ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
   iii) "Give away" items such as pens, pencils, etc. should not exceed $5.00 per item.

   All purchases must follow procurement guidelines.

VI. PURCHASING – GENERAL PROCEDURES

1. Williamson County adheres to Texas Local Government Code and Williamson County Purchasing Policy. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.

2. The Williamson County Purchasing Manual, P-Card Manual, as well as other more detailed information directing specific purchasing procedures and processes, can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

This site provides county departments access to:

a. Policies, Procedures and Manuals
b. Training Materials
c. Forms
d. Guides and other tools to assist in the purchasing process

3. The County Auditor's Office will audit P-Card Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by the Purchasing Department and the County Auditor's Office. Actions may include:

a. Retraining
b. Reduction of credit limits
c. Suspension of account

Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
b) Each Constable and Deputy Constables
c) Investigators in the District Attorney and County Attorneys offices
d) Two on call maintenance employees designated by the Maintenance Division Director This includes the ability to take the vehicle while on call only outside of the County as much as 40 miles beyond the County line.
e) Division Commanders, and Operation Commander(s) approved by EMS Director

f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
g) The Director of Field Operations, (12) Senior Foremen and Foreman
h) The Senior Director of Emergency Services, Director of Emergency Management and the Deputy Director of Emergency Management
i) The Wireless Communications Tower Technician
j) One on call Death Inquest Specialist designated by the Lead Death Inquest Specialist and/or County Administrator.

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

Sheriff's Office
S. Zion
D. Garrett

The following list has been exempted from the out of county policy for take home vehicles by the court.

Sheriff's Office
W. Steffen
J. Sapien
J. Helm
J. Guinn
J. Foster

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2.A County Fleet Committee has been established to oversee fleet performance, assets and compliance to policies and procedures. Duties include but are not limited to the following:

- Review of annual fleet solicitations
- Updates to fleet policies and procedures
- Review, reporting and recommendations regarding accidents

- Right sizing county fleet with emphasis on efficiencies
- Standardization of countywide Fleet

The Fleet committee is comprised of the following:

- Budget Office
- Constable representative
- County Judge
- Emergency Services Department
- Fleet
- Juvenile Services
- Risk Management
- Infrastructure
- Purchasing
- Sheriff's Office
- Auditor's Office

Each office will have one voting member with the exception of the Auditor's Office, who will be a non-voting member of the committee. This committee will be chaired by the County Judge.

A County Fleet Committee will review fleet policies and purchase requests and make recommendations for budgeting purposes. This committee will be chaired by the County Judge and will consist of one representative from the Budget Office, Emergency Services, Fleet Department, Juvenile Services, Risk Management, Infrastructure, Purchasing, the Sheriff's Office, the Auditor's Office, the County Judge, and one delegate representing all Constable's offices. The Auditor's Office is a non-voting member. The Purchasing Department shall coordinate the annual vehicle solicitation each summer with the goal of issuing all vehicle purchase orders for the upcoming fiscal year in the first week of October to expedite delivery. Only those vehicles approved during the budget process shall be purchased.

All accidents involving County vehicles and equipment must be reported to the Risk Manager in the Commissioners Court Department to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk Manager immediately in order to ensure that proper insurance coverage is in place.

VIII. CELL PHONE POLICY

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

2. Seven levels of cell phone stipends will be established:

$10.00 Per Month – ($5.00 per pmt)
$15.00 Per Month - ($7.50 per pmt)
$20.00 Per Month – ($10.00 per pmt)
$25.00 Per Month – ($12.50 per pmt)
$30.00 Per Month – ($15.00 per pmt)

3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

5. Expenditures over the allowed stipend will not be reimbursed.

6. An approved cell phone stipend will not follow an employee if the employee changes positions.

7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend have obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of __ for, and __ against on the ____ of August 2024.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

_____ _____

Bill Gravell, County Judge Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **56.**

Meeting Date: 08/27/2024

Public hearing on the 2024 proposed tax rate for Williamson County and R/FM

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

9:30 a.m. Public hearing on the proposed 2024 total tax rate of 40.0948 cents per $100 of valuation for Williamson County and Williamson County R/FM.

Background

This is a public hearing on the proposed 2024 tax rate. The proposed tax rate of 40.0948 cents was voted on August 6th, 2024, and is the combined total tax rate for M&O, I&S, and R/FM. The individual tax rates will be voted on and adopted on a separate agenda item.
Tax Rates per $100/value:
2024 Proposed Rate: $0.400948
Last Year's Rate: $0.377445
No-New-Revenue Rate: $0.356257
Voter-Approval Rate: $0.400948

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	08/22/2024 11:09 AM
Form Started By: Mary Greenway		Started On: 08/21/2024 04:13 PM
Final Approval Date: 08/22/2024		

Commissioners Court - Regular Session **57.**

Meeting Date: 08/27/2024

2024 tax rate adoption for Williamson County

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the adoption of the 2024 tax rates for Williamson County General Fund, Debt Services, and Road and Bridge Fund.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tax Rate Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2024 11:10 AM
Form Started By: Mary Greenway		Started On: 08/21/2024 04:22 PM
Final Approval Date: 08/22/2024		

WILLIAMSON COUNTY COMMISSIONERS COURT ORDER
ADOPTION OF 2024 TAX RATES FOR
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THAT ON THIS the 27th day of August 2024, the Commissioners Court of Williamson County, Texas, met in duly called session at the Commissioner's Courtroom, 710 Main St., Georgetown, Texas, with the following members present:

Bill Gravell, County Judge
Terry Cook, Commissioner Precinct #1
Cynthia Long, Commissioner Precinct #2
Valerie Covey, Commissioner Precinct #3
Russ Boles, Commissioner Precinct #4

And at said meeting, among other business, the Court did consider the following:

ORDER ADOPTING A TAX RATE FOR TAX YEAR 2024

WHEREAS, Vernon's Texas Codes Annotated (V.T.C.A.) Tax Code 26.05 provides that the Williamson County Commissioners Court shall adopt the tax rates for the current year; and

WHEREAS, it is necessary to levy ad valorem taxes on each $100 valuation of all taxable property in Williamson County, Texas for the Tax Year beginning January 1, 2024, which will be due no later than January 31, 2025, at the tax rates set forth herein below; and

WHEREAS, the Williamson County Commissioners Court has complied with all the requirements set forth in the Tax Code; NOW

THEREFORE, BE IT ORDERED that the Williamson County Commissioners Court, by the record vote set out herein below, hereby adopts the following ad valorem tax rates:

A Maintenance and Operations fund tax rate of ___.___¢ per $100 of valuation

A Debt Service fund tax rate of ___.___¢ per $100 of valuation

A Road and Bridge fund tax rate of ___.___¢ per $100 of valuation

Record Vote

	Yes	Abstain	No	Absent
Bill Gravell, County Judge:	____	____	____	____
Terry Cook, Commissioners, Precinct 1:	____	____	____	____
Cynthia Long, Commissioners, Precinct 2:	____	____	____	____
Valerie Covey, Commissioner, Precinct 3:	____	____	____	____
Russ Boles, Commissioner, Precinct 4:	____	____	____	____

Motion Carried: **Yes:** ____ **No:** ____
Abstaining: ____ **Absent:** ____

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S RATE; and

THE TAX RATE WILL EFFECTIVELY BE RAISED BY _____ PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $_____._____.

BE IT FURTHER ORDERED that the Williamson County Commissioners Court levy taxes in accordance with the foregoing tax rates and the provisions of the law.

AND BE IT FURTHER ORDERED that if for any reason, the action of the Williamson County Commissioners Court setting tax rates or levying taxes should be held ineffective by a court of competent jurisdiction, that this Order shall serve as evidence of the good faith of Williamson County in attempting to comply with the law in as substantial a fashion as could be done under the circumstances, and as evidence that Williamson County would have lawfully adopted a tax rate but for the conditions completely beyond control of Williamson County.

County Judge Bill Gravell being authorized to sign said Orders and ACT and DEED of the Williamson County Commissioners Court, this 27th day of August of 2024.

_____
Bill Gravell, County Judge

ATTEST:

_____
Nancy E. Rister, County Clerk

Meeting Date: 08/27/2024

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-2.
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.
aa) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717
bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

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	08/22/2024 10:07 AM
Form Started By: Charlie Crossfield		Started On: 08/21/2024 01:43 PM
Final Approval Date: 08/22/2024		

Commissioners Court - Regular Session **59.**

Meeting Date: 08/27/2024

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087: Business prospect(s) that may locate or expand within Williamson County.

a) Project Skyfall
b) Project SoulBrain
c) Project School Bus
d) Project Lunch Lady

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	08/22/2024 10:07 AM
Form Started By: Charlie Crossfield		Started On: 08/21/2024 01:44 PM
Final Approval Date: 08/22/2024		