NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
October 22, 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 – 29)

3. Discuss, consider and take appropriate action on a line item transfer for Non-Deparrtmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$17,393.79
TO	0100-0440-001100	District Atty/Salary	$14,061.27
TO	0100-0440-002010	District Atty/FICA	$1,075.69
TO	0100-0440-002020	District Atty/Retirement	$2,256.83

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

5. Discuss, consider and take appropriate action on the appointment of Dan Clark as President of the Emergency Services District (ESD) #4 board of directors for the term of October 17, 2024, to December 31, 2024.

6. Discuss, consider and take appropriate action on the appointment of Chuck Walker as Treasurer of the Emergency Services District (ESD) #4 board of directors for the term of October 17, 2024, to December 31, 2025.

7. Discuss, consider and take appropriate action for Veteran Services to pursue a grant with the Texas Veterans Commission, which will assist Veterans in Williamson County who are in need of emergency financial assistance such as rental and mortgage assistance, utility assistance, food assistance, funeral assistance and transportation assistance.

8. Consider and take appropriate action on accepting the donation of ballistic body armor to Constable 4 from Marilie Walker.

9. Discuss, consider and take appropriate action on accepting and receiving the annual audit reports from the Emergency Service Districts located within Williamson County in accordance with Health & Safety Code Sec. 775.082.

10. Discuss, consider, and take appropriate action regarding the resignation of the Williamson County Fire Marshal.

11. Discuss, consider and take appropriate action on an addendum to the Williamson County Exposition Center License & Use Agreement between Williamson County and Texas State Technical College relating to use of the Williamson County Exposition Center.

12. Discuss, consider and take appropriate action on receiving a grant from Best Friends Animal Society for the Williamson County Regional Animal Shelter.

13. Discuss, consider and take appropriate action on approving a services agreement between Williamson County and Training Strategies, Inc in the amount of $1,500 and authorizing the execution of the agreement.

14. Discuss, consider and take appropriate action on approving and ratifying the Moving Services Contract with Central Transportation Systems, Inc. in the amount of $47,580.00 for election equipment moving services utilizing cooperative contract # TXMAS-22-96201.

15. Discuss, consider, and take appropriate action on approving the Purchase #202545 between Williamson County and GTS Technology Services for CRADLEPOINT INC for a total amount of $89,518.00 pursuant to DIR contract #DIR-CPO-4751.

16. Discuss, consider, and take appropriate action on approving the addendum to Bonterra Master Subscription and Service Agreement #202548 of Apricot 360 for EMS in the amount of $13,824.50 for FY2024, and authorize the execution of the agreement.

17. Discuss, consider, and take appropriate action on approving the Contract for Services #202547 with Hydro Jetting of Plumbing Lines with EZ Rooter DBA EZ Flow at various locations for Williamson County departments with the not-to-exceed amount of $49,899.00 and authorize execution of this agreement.

18. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Program Management Services for Justice Complex Relocation, under RFSQ #25RFSQ4. Funding Source P#TBD

19. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB Commercial Lime Slurry, Hydrated Lime Slurry, and Quicklime, under IFB #25IFB2.

20. Discuss, consider, and take appropriate action on approving Contract #202541 for the purchase of Commercial Driver's License (CDL) Training classes via the CDL Elite Program on Requisition #136002 from Good Roby LLC for the Road and Bridge Department in the amount of $42,600.00, exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(4) for personal or professional service.

21. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB Herbicides, under IFB #25IFB5.

22. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Bagdad Road Right of Way Clearing Project for Bonds/HNTB, under IFB #25IFB6. The funding source is P343.

23. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Surveying And Mapping, LLC (SAM) and Williamson County dated March 19, 2024, for On Call Land Surveying Services. Funding source: 01.0200.0210.004150.

24. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Kleinfelder, Inc. and Williamson County dated January 10, 2023, for On Call Materials Testing & Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.

25. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Alliance Transportation Group, LLC and Williamson County dated June 14, 2022, for On Call Design Engineering Services for Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.

26. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 2 under Williamson County Contract between Seiler Lankes Group, LLC and Williamson County dated October 11, 2022 for CR 255 and CR 289 Plans, Specifications and Estimates (PS&E). Funding source: P546.

27. Discuss, consider and take appropriate action on approval of the final plat for the Fritz North Phase 1 subdivision – Precinct 4.

28. Discuss, consider and take appropriate action on approval of the final plat for the Greinert Phase 1 subdivision – Precinct 4.

29. Discuss, consider, and take appropriate action on a Request for Right of Entry granting the City of Hutto, its agents, and contractors the right to enter onto Williamson County's property.

REGULAR AGENDA

30. Discuss, consider and take appropriate action on an amendment to the Subrecipient Agreement with the Williamson County and Cities Health District for the Cancer Identification and Breast Cancer Treatment Program funded through the American Rescue Plan Act (ARPA).

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

32. Discuss, consider and take appropriate action on approving an Amendment agreement between Williamson County and the City of Round Rock for infrastructure improvements to public water and wastewater systems serving the community for reimbursement under The American Rescue Plan Act (ARPA).

33. Discuss, consider and take appropriate action on approving Blanket Purchase Order in the amount of $320,000.00 as per OMNIA contract #R211101 with Fleetcor dba Fuelman for fuel purchases.

34. Discuss, consider and take appropriate action on approving amendment #202542 with Gartner, Inc. for management consulting services to include Gartner Access for Technical Professionals and IT Leaders in the total amount of $104,277.00, updating DIR contract to #DIR-CPO-5253, and authorizing execution of the agreement.

35. Discuss, consider, and take appropriate action on approving the multi-year agreement #202525 between Williamson County and Mythics, Inc. in the amount of $1,703,117.02 pursuant to Omnia National IPA R190801 and authorizing the execution of this agreement.

36. Discuss, consider and take appropriate action on approving purchase #202543 between Williamson County and Tyler Technologies Inc for Annual Support and Maintenance in the amount of $104,595.29 utilizing Sourcewell cooperative contract #090320-TTI.

37. Discuss, consider, and take appropriate action on approving the annual support and maintenance agreement #202544, for Odyssey Judicial and Jail Software with Tyler Technologies, Inc. in the amount of $513,979.12 pursuant to Sourcewell cooperative contract #090320 TTI.

38. Discuss, consider and take appropriate action approving an amendment #1 for TD Industries, Inc. extending the contract time and expiration of the contract from two hundred thirty-eight (238) calendar days to three hundred ninety-one (391) calendar days after receipt of the Notice to Proceed commencement date, and authorizing the execution of the amendment.

39. Discuss, consider, and take appropriate action on approving the Guaranteed Maximum Price Proposal (GMP) Bid Package 02 – Security Upgrades & Gym Renovations with awarded RFP #23RFP93 Construction Manager at Risk (CMAR) for the Justice Complex Improvements Project, J.T. Vaughn Construction, LLC, in the amount of Three Million Three Hundred Thirty Thousand Eight Hundred Thirty- Two Dollars ($3,330,832.00) and authorize the execution of the GMP02 between J.T. Vaughn Construction, LLC, and Williamson County. The funding source is P476.

40. Receive and acknowledge approval of Change Order No. 3 from Aggieland Construction for the Expo - Water Storage Tank Project in the amount of $1,853.00, which was approved by Williamson County Facilities Senior Project Manager, Angel Gomez pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

41. Discuss, consider and take appropriate action on awarding IFB #24IFB72 Crack Seal Services to the lowest and best bidder, RHB Construction, in the not-to-exceed amount of $900,000.00 and authorizing the execution of this agreement.

42. Discuss, consider, and take appropriate action on the award of an Economic Development Initiative - Community Project Funding grant. Local Match Funding Source: 2023 Road Bond funds.

43. Discuss, consider and take appropriate action on Contract Amendment No 3 under Williamson County Contract for Engineering Services between Seiler Lankes Group and Williamson County dated October 11, 2022 for CR 255 & CR 289 from CR 254 to Ronald Reagan Boulevard. Funding source: P546.

44. Discuss, consider and take appropriate action on a Development Agreement between Tiemann Land and Cattle Development, Inc. and Williamson County, Texas.

45. Discuss, consider and take appropriate action on one claim for moving expenses with Gudelia Martinez Castillo (a tenant) and related to the right of way acquisition on the Bagdad Road/County Road 279 Project--Parcel 15. Funding Source: Road Bonds P343

46. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Bartlett regarding participation in the design and construction costs related to the Salt Lake, Brook and Front Street Projects. Funding Source: Road Bonds P687.

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)."

47. 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: Bud Stockton Dr.
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 Arterial 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

48. 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 Garden
c) Project School Bus
d) Project Lunch Lady

49. 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. 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
8. 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
9. 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
10. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
11. 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
12. 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
13. 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
14. 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
15. 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
16. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480 th Judicial District Court; Williamson County, Texas
17. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
18. Civil Action No. 1:24-cv-01183; Johnny Joe Tijerina v. Andrew Rodriguez, et al.; in the United States District Court for the Western District of Texas, Austin Division

c. Administrative Complaints:

d. Claims:

1. Claim No. 09272023-560-151 - auto liability claim from Pablo Paguia for incident occurring on or about September 27, 2023 at or near 8713 W Parmer Lane, Austin, Texas 78729.

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.
5. Legal matters relating to James Construction's claims on the SE Loop (East Wilco Hwy) Segment 1 Project

50. Discuss and deliberate the employment and duties of the Williamson County Manager (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

51. 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).

52. 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).

REGULAR AGENDA (continued)

53. Discuss and take appropriate action concerning economic development.

54. Discuss and take appropriate action concerning real estate.

55. 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.

b. Litigation:

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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. 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

8. 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

9. 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

10. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas

11. 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

12. 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

13. 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

14. 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

15. 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

16. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480th Judicial District Court; Williamson County, Texas

17. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas

18. Civil Action No. 1:24-cv-01183; Johnny Joe Tijerina v. Andrew Rodriguez, et al.; in the United States District Court for the Western District of Texas, Austin Division

c. Administrative Complaints:

d. Claims:

1. Claim No. 09272023-560-151 - auto liability claim from Pablo Paguia for incident occurring on or about September 27, 2023 at or near 8713 W Parmer Lane, Austin, Texas 78729.

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.

5. Legal matters relating to James Construction's claims on the SE Loop (East Wilco Hwy) Segment 1 Project

56. 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.

57. Comments from Commissioners.

58. 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 18th day of October 2024 at 2:30 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 10/22/2024

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 Non-Deparrtmental.

Background

On the October 15th, 2024 agenda, item #31, the court approved an additional 12% salary to be added to the new Felony Prosecutor III position in the District Attorney's Office. This transfer will facilitate the action taken.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$17,393.79
TO	0100-0440-001100	District Atty/Salary	$14,061.27
TO	0100-0440-002010	District Atty/FICA	$1,075.69
TO	0100-0440-002020	District Atty/Retirement	$2,256.83

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:44 AM
Form Started By: Ashlie Holladay		Started On: 10/15/2024 01:21 PM
Final Approval Date: 10/17/2024		

Commissioners Court - Regular Session **4.**

Meeting Date: 10/22/2024

Property Tax Collections – September 2024

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

090124-093024 GWI-RFM

090124-093024 GWI-RFM graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/17/2024 09:06 AM
Form Started By: Renee Clark		Started On: 10/17/2024 08:53 AM
Final Approval Date: 10/17/2024		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
September 30, 2024

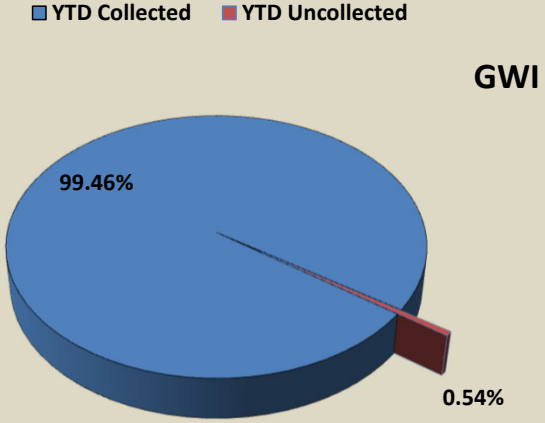
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2023	$403,525,495.47	($2,710,273.87)	$400,815,221.60	$251,411.88	$48,429.93	$108.13	$2,151,933.59	$398,663,288.01	99.46%	99.71%	99.70%
2022 & Prior	$3,194,048.95	($2,194,896.92)	$999,152.03	$59,218.86	$6,922.63	($0.16)	$2,062,793.23	($1,063,641.20)	-106.45%	-82.86%	
Rollbacks	$181,596.33	$1,434,748.05	$1,616,344.38	$17,836.04	$0.00	$0.00	$811,847.39	$804,496.99	49.77%	50.17%	
Total All	$406,901,140.75	($3,470,422.74)	$403,430,718.01	$328,466.78	$55,352.56	$107.97	$5,026,574.21	$398,404,143.80	98.75%	99.06%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2023	$54,524,654.28	($288,611.69)	$54,236,042.59	$33,975.65	$6,545.57	$14.48	$287,227.71	$53,948,814.88	99.47%	99.72%	99.74%
2022 & Prior	$323,679.16	($211,894.32)	$111,784.84	$6,131.28	$721.15	($0.02)	$203,186.02	($91,401.18)	-81.77%	-60.03%	
Rollbacks	$18,172.81	$145,081.96	$163,254.77	$1,730.82	$0.00	$0.00	$82,906.04	$80,348.73	49.22%	49.62%	
Total All	$54,866,506.25	($355,424.05)	$54,511,082.20	$41,837.75	$7,266.72	$14.46	$573,319.77	$53,937,762.43	98.95%	99.24%	

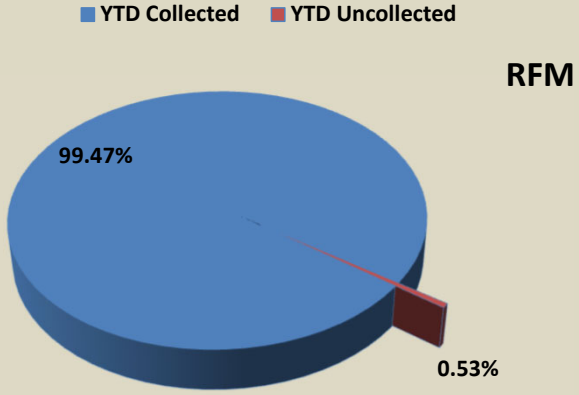
2023 COMBINED MONTHLY BREAKDOWN

Oct-23	$461,767,647.00	$241,640.03	$462,009,287.03	$6,172,280.07	$62,789.21	$870.55	$455,836,136.41	$6,173,150.62
Nov-23	$462,009,287.03	($446,296.74)	$461,562,990.29	$19,998,907.39	$29,954.25	$3,454.10	$435,387,478.18	$26,175,512.11
Dec-23	$461,562,990.29	($748,752.80)	$460,814,237.49	$237,059,106.00	$31,084.46	$230.69	$197,579,388.69	$263,234,848.80
Jan-24	$460,814,237.49	($429,437.96)	$460,384,799.53	$173,462,601.19	$25,578.31	$2,223.81	$23,685,125.73	$436,699,673.80
Feb-24	$460,384,799.53	($358,815.82)	$460,025,983.71	$8,303,827.40	$363,668.65	($169,533.86)	$15,192,016.37	$444,833,967.34
Mar-24	$460,025,983.71	($552,782.67)	$459,473,201.04	$2,994,744.09	$214,641.45	$60.69	$11,644,428.92	$447,828,772.12
Apr-24	$459,473,201.04	($375,577.90)	$459,097,623.14	$1,004,585.18	$155,474.02	$2,713.02	$10,261,552.82	$448,836,070.32
May-24	$459,097,623.14	$14,242.16	$459,111,865.30	$1,478,292.83	$113,189.82	$3,918.55	$8,793,583.60	$450,318,281.70
Jun-24	$459,111,865.30	($362,078.89)	$458,749,786.41	$673,092.32	$122,979.28	$3,956.67	$7,754,455.72	$450,995,330.69
Jul-24	$458,749,786.41	($436,216.44)	$458,313,569.97	$1,158,683.94	$118,908.40	$1,790.02	$6,157,765.32	$452,155,804.65
Aug-24	$458,313,569.97	($656,167.37)	$457,657,402.60	($185,680.82)	$85,118.69	$1,355.44	$5,685,923.33	$451,971,479.27
Sep-24	$457,657,402.60	$284,397.61	$457,941,800.21	$370,304.53	$62,619.28	$122.43	$5,599,893.98	$452,341,906.23

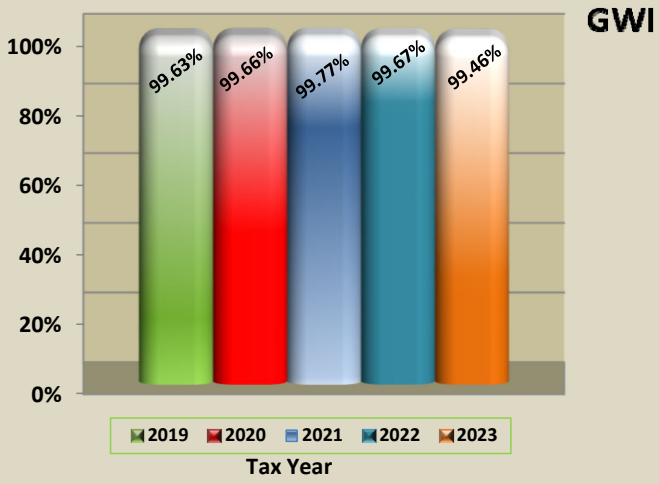
Year to Date Collection Report
Thru September 2024



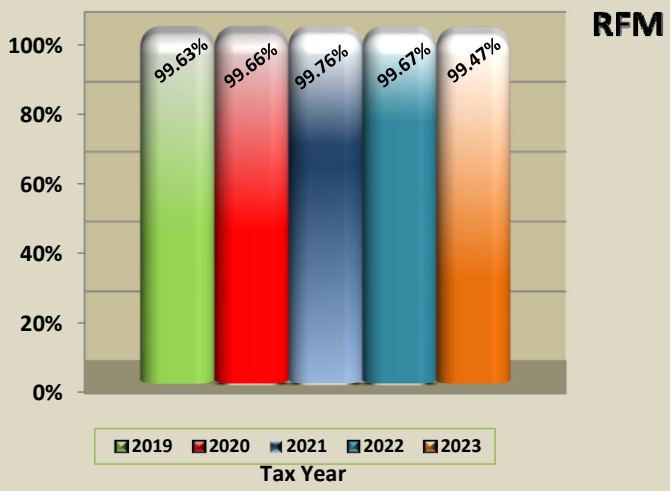
Year to Date Collection Report
Thru September 2024



Percent of Roll Collected Comparison
2019-2023



Percent of Roll Collected Comparison
2019-2023



Commissioners Court - Regular Session **5.**

Meeting Date: 10/22/2024

ESD #4 Board Appointment

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

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Dan Clark as President of the Emergency Services District (ESD) #4 board of directors for the term of October 17, 2024, to December 31, 2024.

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	10/17/2024 10:01 AM
Form Started By: Pierce Kathy		Started On: 10/17/2024 09:48 AM
Final Approval Date: 10/17/2024		

Commissioners Court - Regular Session **6.**

Meeting Date: 10/22/2024

ESD #4 Board Appointment

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

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Chuck Walker as Treasurer of the Emergency Services District (ESD) #4 board of directors for the term of October 17, 2024, to December 31, 2025.

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	10/17/2024 10:01 AM
Form Started By: Pierce Kathy		Started On: 10/17/2024 09:55 AM
Final Approval Date: 10/17/2024		

Commissioners Court - Regular Session **7.**

Meeting Date: 10/22/2024

Williamson County Veteran Services Texas Veterans Commission Emergency Financial Program grant pursuit reques

Submitted For: Michael Hernandez **Submitted By:** Michael Hernandez, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action for Veteran Services to pursue a grant with the Texas Veterans Commission, which will assist Veterans in Williamson County who are in need of emergency financial assistance such as rental and mortgage assistance, utility assistance, food assistance, funeral assistance and transportation assistance.

Background

The Veteran Services Office is currently utilizing a grant through the Texas Veterans Commission for $210,000.000 to provide emergency financial assistance to eligible Williamson County veterans and their families. This grant provides immediate financial assistance to eligible veterans and dependents in need, and has allowed our office to assist the veteran community when they find themselves at a time in need. Williamson County veterans are a top priority for our county, and we are requesting to submit a grant application for $300,000.00. Since we are at the end of our existing grant cycle from the Texas Veterans Commission, we must submit a new grant application for this next grant cycle. The current Texas Veterans Commission grant cycle for our grant is from 07/01/2024 to 06/30/2025. Our office has seen an increase in the need for emergency financial assistance within Williamson County, and by pursuing an emergency financial assistance grant of $300,000 through the Texas Veterans Commission, we can have a greater positive impact for the Wilco veteran community, ensuring that we continue to serve those who served us.

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	10/17/2024 12:23 PM
Form Started By: Michael Hernandez		Started On: 10/16/2024 04:03 PM
Final Approval Date: 10/17/2024		

Commissioners Court - Regular Session **8.**

Meeting Date: 10/22/2024

Donation of ballistic body armor to Constable 4

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on accepting the donation of ballistic body armor to Constable 4 from Marilie Walker.

Background

Marilie Walker is donating 4 sets of HESCO ballistic body armor to Constable 4. The ballistic armor is capable of defeating multiple hits from rifle calibers commonly used by assault style weapons. The armor will protect deputies responding to active shooter situations and other high-risk events. To date, Ms. Walker has donated dozens of sets of the same type of ballistic armor to other Williamson County law enforcement agencies, including the Williamson County Sheriff's Office. This donation will have no financial impact on the County.

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	10/17/2024 09:04 AM
Form Started By: Brian Olson		Started On: 10/16/2024 04:59 PM
Final Approval Date: 10/17/2024		

Commissioners Court - Regular Session **9.**

Meeting Date: 10/22/2024

Emergency Service District Annual Audit Reports FY2023

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and receiving the annual audit reports from the Emergency Service Districts located within Williamson County in accordance with Health & Safety Code Sec. 775.082.

Background

The Emergency Services Districts located in Williamson County are submitting their annual audit reports in accordance with: Health & Safety Code Sec. 775.082. Audit of District in Less Populous Counties. (b) A district shall prepare and file with the commissioners court of each county that contains any part of the district on or before June 1 of each year an audit report of the district's fiscal accounts and records. The audit shall be performed and the report shall be prepared at the expense of the district. The county auditor, with the approval of the commissioners court, shall adopt rules relating to the format of the audit and report. If a district is located in more than one county, the county auditors, with the approval of the commissioners court of each county in which the district is located, shall adopt uniform rules relating to the format of the audit and report.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCESD 1 - Jollyville
WCESD 2 - Sam Bass
WCESD 3 - Hutto
WCESD 4 - Liberty Hill
WCESD 5 - Jarrell
WCESD 6 - Weir
WCESD 7 - Florence
WCESD 8 - Georgetown
WCESD 9 - Round Rock
WCESD 10 - Coupland
WCESD 11 - Cedar Park
WCESD 12 - Cedar Park

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	10/17/2024 08:47 AM
Form Started By: Andrea Schiele		Started On: 10/14/2024 09:35 AM
Final Approval Date: 10/17/2024		

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

AUDITED FINANCIAL STATEMENTS

AND SUPPLEMENTAL SCHEDULES

AND INDEPENDENT AUDITOR'S REPORT

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

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The Accounting Firm of Donald L. Allman, CPA

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Independent Auditor's Report

To the Board of Directors
Williamson County Emergency Services District No. 1

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County Emergency Services District No. 1, Texas as of and for the year ended December 31,2023, and the related notes to the financial statements, which collectively comprise the Williamson County Emergency Services District No. 1, Texas' basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County Emergency Services District No. 1, Texas, as of December 31, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Williamson County Emergency Services District No. 1, Texas and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Williamson County Emergency Services District No. 1, Texas' ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing

standards and *Government Auditing Standards* will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Williamson County Emergency Services District No. 1, Texas' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Williamson County Emergency Services District No. 1, Texas' ability to continue as a going concern for a reasonable period of time.

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

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4-11 and 26-27 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 9, 2024 on our consideration of the Williamson County Emergency Services District No. 1, Texas' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Williamson County Emergency Services District No. 1, Texas' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Williamson County Emergency Services District No. 1, Texas' internal control over financial reporting and compliance.

Donald L. Allman, CPA

Georgetown, Texas
May 9, 2024

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2023

Our discussion and analysis of the Williamson County Emergency Services District No. 1's financial performance provides an overview of the District's financial activities for the fiscal year ended December 31, 2023. Please review it in conjunction with the transmittal letter and the District's basic financial statements, which begin on page 11.

FINANCIAL HIGHLIGHTS

Total net position increased $862,742 from 2022.

The District had $3,325,358 in expenses related to governmental activities with $4,188,100 in program revenues to cover the cost of these programs. Excess funds increase the reserve balance.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 12-13) provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 14. These statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most financially significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities

Our analysis of the District as a whole begins on page 12. One of the most important questions asked about the District's finances is "Is the District as a whole better off or worse as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer that question.

These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in that. You can think of the District's net position, the difference between assets, what the District owns, and liabilities, what the District owes, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's jurisdiction, the availability of capital projects, and continuing local governmental support to assess the overall health of the District.

Reporting the District's Most Significant Funds Major Funds

Fund Financial Statements -General

Our analysis of the District's major funds begins on page 14. The Fund financial statements begin on page 14 and provide detailed information about the most significant funds-not the District as a whole. Some funds are required to be established by State law. The District only has governmental funds.

Governmental Funds: The District's services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in a reconciliation beside the fund financial statements, if applicable.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 17-24 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents budget to actual statements and schedules which can be found on pages 25-26 of this report.

THE DISTRICT AS A WHOLE

The District's total net position changed from a year ago, increasing from $11,764,262 to $12,627,004. Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the District's governmental activities.

Net position of the District's activities increased 7.3% or $862,742. Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – increased from $8,559,851 to $9,956,194. Restricted Fund Balance remained $1,000,000.

Table 1
Summary of Net Position

	2023	2022	$ Change	% Change
Cash and Current Assets	9,599,321	$ 8,245,534	$ 1,353,787	16.4%
Property & SalesTaxes Rec.	1,434,465	1,391,909	$ 42,556	100.0%
Capital Assets	1,670,810	2,204,411	(533,601)	-24.2%
Total Assets	$ 12,704,596	$ 11,841,854	$ 862,742	7.3%
Current Liabilities	$ -	$ 2,082	$ (2,082)	-100.0%
Long-Term Obligations	77,592	75,510	2,082	0.0%
Total Liabilities	$ 77,592	$ 77,592	$ -	-100.0%
Net Position:				
Net Investment in Capital Assets	$ 1,670,810	$ 2,204,411	(533,601)	-24.2%
Restricted	1,000,000	1,000,000	-	0.0%
Unrestricted	9,956,194	8,559,851	1,396,343	16.3%
Total Net Assets	$ 12,627,004	$ 11,764,262	$ 862,742	7.3%

Table 2
Summary of Changes in Net Position for 2023
Compared With 2022 Activity

	2023	2022	$ Change	% Change
Program Revenues:				
Property Taxes	$ 2,449,738	$ 2,416,434	$ 33,304	1.4%
Sales Taxes	1,379,575	2,404,672	(1,025,097)	-42.6%
Wilco Revenues	32,376	14,255	18,121	127.1%
Other income	5,364	43,724	(38,360)	-87.7%
Gain on Sale of Assets	-	455,435	(455,435)	100.0%
Interest & Investment Income	321,047	71,525	249,522	348.9%
Total Revenues	$ 4,188,100	$ 5,406,045	$ (1,217,945)	-22.5%
Program Expenses:				
General Government	$ 3,325,358	$ 3,390,665	$ 65,307	-1.9%
Other (Income)/Expense	-	-	-	
Total Expenses	$ 3,325,358	$ 3,390,665	$ 65,307	-1.9%
Net Position Increase / (Decrease)	$ 862,742	$ 2,015,380	$ (1,152,638)	-57.2%

Table 3 presents the cost of each of the District's programs as well as each program's net cost (total cost less revenues generated by activities). The net cost shows the financial burden that was placed on the District by each of these functions.

Table 3

Governmental Activities

	Total Cost of Services		Net Cost of Services	
	2023	2022	2023	2022
General Government	$ 3,325,358	$ 3,390,665	$ 3,325,358	$ 3,390,665
Other Expense	-	-	-	-
Total Expenses	$ 3,325,358	$ 3,390,665	$ 3,325,358	$ 3,390,665

THE DISTRICT'S FUND'S

Table 4
Change In Year End Fund Balance

	2023	2022	$ Change	% Change
Net Investment in Capital Asset:	$ 1,670,810	$ 2,204,411	$ (533,601)	-24.2%
Restricted	1,000,000	1,000,000	-	0.0%
Unrestricted	9,956,194	8,559,851	1,396,343	16.3%
Total Governmental Balances	$ 12,627,004	$ 11,764,262	$ 862,742	7.3%

The 24.2% decrease in Capital Assets is due to depreciation. Restricted net assets remain $1,000,000 due to the Board of Directors not incorporating any changes.

The 16.3 increase in the Unrestricted fund balance can be attributed to net income.

Table 5 presents a summary of governmental fund revenues for the 2023 fiscal year and the amounts and percentages of increases and decreases in relation to the prior year.

Table 5
Total Governmental Fund Revenues

Revenue Source	2023	% of Total	Increase or (Decrease) Over 2022	% Increase / (Decrease)
Property taxes	2,449,738	58.5%	33,304	1.4%
Sales taxes	1,379,575	32.9%	(1,025,097)	-42.6%
Other income	5,364	0.13%	(38,360)	-269.1%
Wilco Income	32,376	0.8%	18,121	127.1%
Investment Income	321,047	7.7%	249,522	348.9%
Total	$ 4,188,100	100.0%	$ (762,510)	-14.1%

The 1.4% increase in Property Tax revenues is primarily due to increases in the property tax base, the tax rate did not change.
The 42.6% decrease in sales taxes is primarily due to a reallocation of sales tax collections.

Table 6 presents the General Fund budget and the difference between the original budget and final budget for fiscal year 2023. Table 7 discusses the variance between the final budget and the actual results for the year.

Table 6
Original and Final Budget
Budgeted Amounts

	Original	Final	Variance
Revenues:			
Property Taxes	$ 2,401,415	$ 2,401,415	$ -
Sales Taxes	700,000	700,000	-
Wilco Income	14,000	14,000	-
Interest Income	-	-	-
Other Income	-	-	-
Total Revenues	**$ 3,115,415**	**$ 3,115,415**	**$ -**
Expenditures:			
Current:			
Capital Improvements	2,587,323	2,587,323	-
Contracts for EMS & Firefighting	$ 1,976,110	$ 1,976,110	$ -
Insurance	57,845	57,845	-
Utilities	17,500	17,500	
Diesel, Gasoline & Oil	45,800	45,800	
Vehicle maintenance & repair	100,000	100,000	
County Appraisal District cost	11,000	11,000	
County Tax Assessor-Collector	3,000	3,000	
Audit cost & Legal fees&Administ	71,000	66,000	5000
Building repair, maintenance, equi	54,100	54,100	
Investment Advisory Agreement	6,000	6,000	
Training & other expenses	67,000	67,000	
Total Expenditures	**$ 4,996,678**	**$ 4,991,678**	**$ 5,000**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ (1,881,263)**	**$ (1,876,263)**	$ 5,000

Original versus Final Budget

Final Budget versus Actual Results

Table 7
Final Budget Versus Actual Results
General Fund

	Final Budget	Actual	Variance
Revenues:			
Property Taxes	$ 2,401,415	$ 2,449,738	$ 48,323
Sales Taxes	700,000	1,379,575	679,575
Wilco Income	14,000	32,376	18,376
Investment Income	-	321,047	321,047
Gain on Sale of Assets		-	-
Other Income	-	5,364	5,364
Total Revenues	**$ 3,115,415**	**$ 4,188,100**	**$ 1,072,685**
Final Budget Versus Actual Results			
Expenditures:			
Capital Improvements	2,587,323	0	2,587,323
Contracts for EMS & Firefighting	$ 1,976,110	$ 2,191,785	$ (215,675)
Miscellaneous	59,400	317,669	$ (258,269)
Insurance	57,845	62,754	(4,909)
Utilities & communications	17,500	15,689	1,811
Diesel, Gasoline & Oil	45,800	18,624	27,176
Vehicle maintenance & repair	100,000	36,731	63,269
Training	$ 7,600	3,248	4,352
County Appraisal District cost	$ 11,000	9,372	1,628
County Tax Assessor-Collector	3,000	-	3,000
Audit, Legal, Sales Tax, Admin	66,000	75,587	(9,587)
Building repair, maintenance, equip	54,100	48,298	5,802
Depreciation	-	533,601	(533,601)
Investment Advisor, Sales Tax	6,000	12,000	(6,000)
Total Expenditures	**$ 4,991,678**	**$ 3,325,358**	**$ 1,666,320**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ (1,876,263)**	**$ 862,742**	**$ 2,739,005**

The variance in **General Government** expenditures is due to the increase in the contract services.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At year-end, the District had $1,670,810 invested in equipment, trucks and building. This amount represents a $533,601 net decrease over the last year, which is due to depreciation.

Debt Administration

At fiscal year-end, the District had $0 in loans payable or long-term debt outstanding.

ECONOMIC FACTORS

The District operates solely in Williamson County and has since its inception. About 69% of the District's revenue comes from property taxes. The District's budgeting process must continue to work as closely as possible with the Williamson County Tax Assessor's office in order to meet the financial obligations of the District. The City of Austin is annexing parts of the WCESD # 1 service area which could decrease property tax revenues.

It is important that the District is able to succeed in carrying out its day-to-day operations and continue to be able to meet its financial obligations as well. The additional apparatus and equipment are vital to providing the best fire protection and EMT services to the citizens of the District.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Office of the Treasurer, 9218 Anderson Mill Road, Austin, TX 78729.

Treasurer
Williamson County Emergency Services District # 1

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

STATEMENT OF NET POSITION

DECEMBER 31, 2023

Assets:		
Current Assets:		
Cash and Cash Equivalents	$	9,599,321
Property Taxes & Sales Tax Receivable		1,434,465
Total Current Assets	$	11,033,786
Non-Current Assets:		
Capital Assets:		
Building, Equipment & Trucks, Net of Accumulated Depreciation	$	1,670,810
Total Non-Current Assets	$	1,670,810
Total Assets	**$**	**12,704,596**
Liabilities:		
Current Liabilities:		
Accounts Payable	$	-
Unearned Revenue-Property Taxes		77,592
Payroll Taxes, Insurance & Retirement Payable		-
Current Portion of Long-Term Debt		-
Total Current Liabilities	$	77,592
Non-Current Liabilities:		
Notes & Leases Payable	$	-
Total Liabilities	**$**	**77,592**
Net Position:		
Net Investment in Capital Assets	$	1,670,810
Restricted for Debt Service, Fire Station, Apparatus & Regular Reserve		1,000,000
Unrestricted		9,956,194
Total Net Position	**$**	**12,627,004**

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2023

Functions/Programs	Expenses	Program Revenues	Net Revenue and Change in Net Position Primary Government Governmental Activities
Governmental Activities:			
General Government	3,325,358	$ 3,829,313	$ 503,955
Other Income/Expense	-	5,364	5,364
Total Governmental Activities	$ 3,325,358	$ 3,834,677	$ 509,319
		General Revenues:	
		Unrestricted Interest Earnings	$ 321,047
		Wilco Revenues	32,376
		Total General Revenues	$ 353,423
		Change in Net Position	$ 862,742
		Net Position - Beginning	11,764,262
		Prior Period Adjustment	-
		Net Position - Ending	$ 12,627,004

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

BALANCE SHEET – GOVERNMENTAL FUNDS

DECEMBER 31, 2023

	General	Total Governmental Funds
Assets:		
Cash and Cash Equivalents	$ 9,599,321	$ 9,599,321
Property& Sales Taxes Receivable	1,434,465	$ 1,434,465
Total Assets	**$ 11,033,786**	**$ 11,033,786**
Liabilities and Fund Balances		
Liabilities:		
Accounts Payable	$ -	$ -
Unearned Revenue Property Tax	1,318,183	1,318,183
Payroll Taxes, Insurance & Retirement Payable	-	-
Total Liabilities	**$ 1,318,183**	**$ 1,318,183**
Fund Balances		
Nonspendable	$ -	$ -
Restricted		
Unassigned	9,715,603	9,715,603
Total Fund Balances	**$ 9,715,603**	**$ 9,715,603**
Total Liabilities and Fund Balances	**$ 11,033,786**	**$ 11,033,786**

See accompanying notes to financial statements.

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET ASSETS OF GOVERNMENTAL ACTIVITIES
DECEMBER 31, 2023

Total fund balance – total governmental funds	$ 9,715,603
Amounts reported for governmental activities in the statement of net assets are different because:	
Capital assets used in the governmental activities are not financial resources and therefore are not reported in the funds.	$ 1,670,810
The current portion of property taxes receivable is not included in governmental activities due to receivables not being included in governmental activities.	$ -
Unearned Revenues are not reported in governmental funds	$ 1,240,591
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	$ -
Net position of governmental activities	$ 12,627,004

See accompanying notes to financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS

DECEMBER 31, 2023

	General	Total Governmental Funds
Revenues:		
Property Taxes	$ 2,393,453	$ 2,393,453
Sales Taxes	1,379,575	1,379,575
Wilco Revenues	32,376	32,376
Miscellaneous	5,364	5,364
Gain on Sale of Assets	-	-
Interest Earnings	321,047	321,047
Total Revenues	**$ 4,131,815**	**$ 4,131,815**
Expenditures:		
Current:		
General Government	$ 2,791,757	$ 2,791,757
Capital Outlay	-	-
Debt Service:		
Principal	-	-
Interest	-	-
Total Expenditures	**$ 2,791,757**	**$ 2,791,757**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 1,340,058**	**$ 1,340,058**
Other Expenses	**$ -**	**$ -**
Net Changes in Fund Balances	**$ 1,340,058**	**$ 1,340,058**
Fund Balances - Beginning	**$ 8,375,545**	**$ 8,375,545**
Fund Balances - Ending	**$ 9,715,603**	**$ 9,715,603**

See accompanying notes to the financial statements.

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2023

Net change in fund balance - total governmental funds		$ 1,340,058
Amounts reported for governmental activities in the statement of net assets are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful lives as depreciation expense. This is the amount by which depreciation (533,601) was less than capital outlays (0) in the current period.		$ (533,601)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		
	Property taxes not collected	$ 1,318,183
	Less: Prior year	1,261,898
	Balance	$ 56,285
Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets.		$ -
Various differences in government wide and governmental funds		$ -
Changes in net position of governmental activities		$ 862,742

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Williamson County Emergency Services District No. 1 (the District) is a governmental unit of the State of Texas that was formed in September of 1995. The entity is responsible for providing fire and emergency services in Williamson County, Texas. The District provides fire and emergency medical services to a certain geographic portion of Williamson County including Jollyville, Texas, an unincorporated area located in Williamson County. The District was created and operates under Article III, Section 48-3, of the Texas Constitution for the protection of human life and health as provided by that Act. The District's operations are governed by the Texas Health and Safety Code, Chapter 775 Emergency Services Districts.

The accompanying statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The financial statements include all organizations, activities, and functions that comprise the District. Component units are legally separate entities for which the District (the primary entity) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the organization's governing body and either (1) the District's ability to impose its will over the organization or (2) the potential that the organization will provide a financial benefit to, or impose a financial burden on, the District. Using these criteria, the District has no component units.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the non-fiduciary activities of the primary government.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues primarily consist of Ad Valorem taxes received from the County's appraisal district.

C. Measurement focus, basis of accounting, and financial statement presentation

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

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within thirty-one days of fiscal year-end. Under the modified accrual basis, only interest is considered to be both measurable and available at fiscal year-end. Non-exchange transactions, in which the District receives value without directly giving value in return, includes grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the District must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses/Expenditures

On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

C. Cash and Cash Equivalents

Y

Cash and equivalents include all highly-liquid investments with a maturity of three months or less at the date of purchase. During 2023, cash and cash equivalents accounts were limited to Frost Bank, and Certificates of Deposit with East West Bank. The District also has investments with TexPool, Federal Agency Coupon Securities, and Commercial Paper.

D. Restricted Assets

Restricted assets are cash and cash equivalents whose use is limited by legal requirements. The District's Board of Directors voted to establish reserve and restricted accounts in 2012-2013 for Equipment and Contingencies in the amounts of $500,000 each. Another $500,000 is reserved for Debt Service and the Fire Station Reserve, and WCESD # 1 currently does not have any outstanding debt.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. **Capital Assets**

General capital assets generally result from expenditures in the governmental funds. These assets are reported on the government-wide statement of net position and in the General Fund. All capital assets are recorded at cost and updated for additions and retirements during the year. The District does possess building infrastructure. Other capital assets consist of fire-fighting & EMT equipment and fire trucks. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not.

F. Reservations of Fund Balance

The District records reservations for portions of fund equity which are legally segregated for specific future use or which do not represent available expendable resources and therefore, are not available for appropriations or expenditures in the governmental fund balance sheet. Unreserved fund balance indicates that portion of fund equity, which is available for appropriations, in future periods. Fund equity reserves have been established for Equipment and Contingencies. If restricted and unrestricted assets are available for the same purpose, then restricted assets will be used before unrestricted assets.

G. Net Position

Net Position presents the difference between assets and liabilities in the statement of net assets. Net position invested in capital assets are reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net position is reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

H. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

I. Accrued Liabilities

The District reports accrued liabilities on the statement of net assets. The District reports accounts payable of $0 during 2023.

NOTE 2 – TAX REVENUES

The District's tax revenue is collected by County of Williamson, Texas, (the County) under the provisions of a tax collection agreement signed September, 1995. Under the agreement, the County is responsible for making the calculations necessary for the District to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code and collecting the appropriate tax. The County periodically remits the collected taxes to the District. The agreement may be terminated by either party on written notice, but neither party has expressed an interest in terminating the agreement. The County provides the District with written reports necessary to keep the District advised of all financial information affecting the District. Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. The District pays the County for its tax collection activity in four quarterly payments, which totaled $9,372 USD for 2023. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The tax rate for WCESD # 1 for 2023 is $.10 per $100 valuation of property. The total adjusted original tax roll was $2,430,716 on $243,071,569 valuation. Property taxes receivable at 12/31/23 total $1,318,183 with $1,301,311 being current and $16,873 being delinquent.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. Statutes require the classification of funds held by the District into three categories.

Category 1 consists of "active" funds – those funds required to be kept in "cash" or "near cash" status for immediate use by the District. Such funds must be maintained either as cash in the District Treasury or in depository accounts payable or withdrawal on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of "inactive" funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited or invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

Category 3 consists of "interim" funds – those funds not needed for immediate use, but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

- United States Treasury notes, bills, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal or interest by the United States.
- Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities

A. Deposits

At year-end the carrying amount of the District's deposits was $9,599,321 and the bank balance was $9,630,518. Federal depository insurance coverage totals $250,000. The deposits were classified as category 1, collateralized, as defined by GASB Statement 3 "Deposits with Financial Institutions, Investments and Reverse Repurchase Agreements. Securities pledged as collateral for Williamson County Emergency Services District No. 1 at December 31, 2023 totaled $9,572,443

NOTE 4 - GENERAL FIXED ASSETS

A summary of changes in general fixed assets for the year ended December 31, 2023:

Property & Equipment	At 12/31/23
Anderson Mill Renovations	1,474,612.00
Anderson Mill Station	333,076.00
Portable Building	7,508.00
Trucks & Equipment	5,392,017.00
Furniture & Fixtures	54,375.00
Land, Anderson Mill Road	10.00
Accumulated Depreciation	(5,590,788.00)
Net Property & Equipment	1,670,810.00

Depreciation expense for the year ended 12/31/23 was $533,601.

NOTE 5 – CONTINGENCIES

As of December 31, 2023, the District did not have any material pending litigation or potential non-disclosed liabilities.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) GENERAL FUND

FOR THE YEAR ENDED DECEMBER 31, 2023

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
Revenues:				
Property Taxes	$ 2,401,415	$ 2,401,415	$ 2,393,453	$ (7,962)
Sales Taxes	700,000	700,000	1,379,575	679,575
Other Income	-	-	5,364	5,364
Wilco Income	14,000	14,000	32,376	18,376
Gain on Sale of Asset			-	-
Investment Earnings	-	-	321,047	321,047
Total Revenues	**$ 3,115,415**	**$ 3,115,415**	**$ 4,131,815**	**$ 1,016,400**
Expenditures:				
Current:				
General Government	$ 2,409,355	$ 2,404,355	$ 2,791,757	$ (387,402)
Capital Outlay	2,587,323	2,587,323	-	2,587,323
Debt Service	-	-	-	-
Total Expenditures	**$ 4,996,678**	**$ 4,991,678**	**$ 2,791,757**	**$ 2,199,921**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ (1,881,263)**	**$ (1,876,263)**	**$ 1,340,058**	**$ 3,216,321**
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Sources (Uses)	**$ (1,881,263)**	**$ (1,876,263)**	**$ 1,340,058**	
Fund Balances - Beginning	**$ 8,375,545**	**$ 8,375,545**	**$ 8,375,545**	
Fund Balances - Ending	**$ 6,494,282**	**$ 6,499,282**	**$ 9,715,603**	

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

DECEMBER 31, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Process

The budgetary process is prescribed by the provisions of the Texas Constitution and entails the preparation of budgetary documents within an established timeline. Legally, the Texas Constitution does not strictly impose a requirement on the District to follow the budgetary process but the District chose to follow the budgetary process. The major documents prepared are an estimated budget with revenues and expenditures. The level of budgetary control is at the object level for the District. The budget is not amended for modifications or changes during the year. All expenditures are approved by the Board beforehand.

1. Estimated Resources

As part of the District's budgetary process, the Board approves the official estimated resources. The official estimated resources state the projected revenue for the District. The estimated revenue is calculated from information from the Williamson County Appraisal District. The budget is not revised or amended for increases or decreases in estimated revenues.

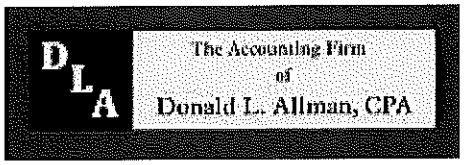
2. Appropriations

Estimated appropriations are prepared for the annual budget. All appropriations, no matter how small or how large, still must be approved by the Board before remittance, whether or not they were included in the budget.

3. Budgetary Basis of Accounting

The District's budgetary process accounts for certain transactions on a basis other than GAAP. The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary process, revenues and expenditures are recognized on the cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements. See page 14 for a reconciliation between governmental funds and GAAP basis net equity fund balance.

Donald L. Allman, CPA, PC
205 E. University Ave.,Ste.165



REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Williamson County ESD # 1

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County ESD # 1 as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise Williamson County ESD # 1's basic financial statements, and have issued our report thereon dated May 9, 2024.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson County ESD # 1's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Williamson County ESD # 1's internal control. Accordingly, we do not express an opinion on the effectiveness of Williamson County ESD # 1's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County ESD #1's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA

Georgetown, TX
May 9, 2024

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April 18, 2024

Board of Commissioners
Williamson County Emergency
Services District No. 2
Williamson County, Texas

In planning and performing our audit of the financial statements of Williamson County Emergency Services District No. 2 (the "District") as of and for the year ended December 31, 2023, in accordance with auditing standards generally accepted in the United States of America, we considered the District's internal control over financial reporting ("internal control") as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements of the District's financial statements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Material Weaknesses

Last year and this year, we observed the following matters that we consider to be material weaknesses.

The District's management consists of an appointed Board of Commissioners ("Commissioners"). The day-to-day operations are performed by consultants under contract with the District. The Commissioners supervise the performance of the consultants. Consultants can be part of the District's system of internal control; however, consultants are not members of management. Ultimately, the Commissioners of the District are responsible for the design and implementation of the system of internal control.

As is common within the system of internal control of most small organizations, the accounting function of the District does not include the preparation of the financial statements complete with footnotes in accordance with accounting principles generally accepted in the United States of America. Accordingly, the District has not established internal controls over the preparation of its financial statements. This condition is considered to be a material weakness in internal control.

Material Weaknesses (Continued)

While performing the audit, we prepared various entries to present the financial statements on the government-wide basis of accounting. Management's reliance upon the auditor to detect and make these necessary adjustments is considered to be a material weakness in internal control.

Auditing standards do not make exceptions for reporting deficiencies that are adequately mitigated with nonaudit services rendered by the auditor or deficiencies for which the remedy would be cost prohibitive.

We agree with the objective of auditing standards to inform an organization of all the conditions in its internal control that interfere with its ability to record financial data reliably and issue financial statements free of material misstatement. Communication of the material weaknesses above helps to emphasize that the responsibility for financial reporting rests entirely with the organization and not the auditor.

Management's Response

The current Commissioners were appointed by the Williamson County Commissioner's Court and are not required to have governmental accounting expertise. The Board engages consultants who possess industry knowledge and expertise to provide financial services. Based on the auditor's unqualified opinion and after reading the financial statements, the Commissioners believe the financial statements to be materially correct. The Commissioners do not feel that the addition of an employee or consultant to oversee the annual financial reporting process is necessary nor would it be cost effective.

Conclusion

Management's written response to the material weaknesses identified in our audit has not been subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, we express no opinion on it.

This communication is intended solely for the information and use of the Board of Commissioners and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

McCall Gibson Swedlund Barfoot PLLC

McCall Gibson Swedlund Barfoot PLLC
Certified Public Accountants
Houston, Texas

McCALL GIBSON SWEDLUND BARFOOT PLLC

Certified Public Accountants

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April 18, 2024

Board of Commissioners
Williamson County Emergency
Services District No. 2

We have audited the financial statements of the governmental activities and the major fund of Williamson County Emergency Services District No. 2, (the "District") for the year ended December 31, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated December 15, 2016, and subsequent audit continuance letters. Professional standards also require that we communicate to you the following information related to our audit. For the purposes of this letter, the term "management" refers to the Board of Commissioners and/or District consultants.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. Significant accounting policies used by the District, including new accounting policies, if any, that have been adopted and implemented during the current fiscal year, are discussed in Note 2. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period. The financial statement disclosures are neutral, consistent, and clear.

Accounting estimates are an integral part of the financial statements and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the District's financial statements were management's estimate of depreciable lives of capital assets. Depreciation of infrastructure assets is based on industry wide accepted estimated useful lives taken on a straight-line basis, or on the life of the applicable contract in the case of intangible assets. We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The District's bookkeeper will be provided with all such adjustments.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 18, 2024.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We were engaged to perform the following non-attest services for the District: (1) preparation of financial statements and related notes and schedules in conformity with accounting principles generally accepted in the United States of America. These services were performed based on information provided by you. We performed these services in accordance with applicable professional standards. The non-attest services we performed are limited to those specifically defined and did not result in assuming management responsibilities.

We applied certain limited procedures to the Management's Discussion and Analysis and the budgetary comparison schedule for the General Fund, which are required supplementary information ("RSI") that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

With respect to other supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the use of the Board of Commissioners of the District and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

McCall Gibson Swedlund Barfoot PLLC

McCall Gibson Swedlund Barfoot PLLC
Certified Public Accountants
Houston, Texas

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

WILLIAMSON COUNTY, TEXAS

ANNUAL FINANCIAL REPORT

DECEMBER 31, 2023

McCALL GIBSON SWEDLUND BARFOOT PLLC
Certified Public Accountants

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

WILLIAMSON COUNTY, TEXAS

ANNUAL FINANCIAL REPORT

DECEMBER 31, 2023

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INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Williamson County Emergency
Services District No. 2
Williamson County, Texas

Opinions

We have audited the accompanying financial statements of the governmental activities and major fund of Williamson County Emergency Services District No. 2 (the "District") as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund of the District as of December 31, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

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

Required Supplementary Information

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

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The other supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The supplementary information, excluding that portion marked "Unaudited" on which we express no opinion or provide an assurance, has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

McCall Gibson Swedlund Barfoot PLLC

McCall Gibson Swedlund Barfoot PLLC
Certified Public Accountants
Houston, Texas

April 18, 2024

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2023

Management's discussion and analysis of Williamson County Emergency Services District No. 2's (the "District") financial performance provides an overview of the District's financial activities for the fiscal year ended December 31, 2023. Please read it in conjunction with the District's financial statements.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The basic financial statements include: (1) combined fund financial statements and government-wide financial statements and (2) notes to the financial statements. The combined fund financial statements and government-wide financial statements combine both: (1) the Statement of Net Position and Governmental Fund Balance Sheet and (2) the Statement of Activities and Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance. This report also includes required and other supplementary information in addition to the basic financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The District's annual report includes two financial statements combining the government-wide financial statements and the fund financial statements. The government-wide financial statements provide both long-term and short-term information about the District's overall status. Financial reporting at this level uses a perspective like that found in the private sector with its basis in full accrual accounting and elimination or reclassification of internal activities.

The Statement of Net Position includes all the District's assets, liabilities and deferred inflows and outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District as a whole is improving or deteriorating. Evaluation of the overall health of the District would extend to other non-financial factors.

The Statement of Activities reports how the District's net position changed during the current fiscal year. All current year revenues and expenses are included regardless of when cash is received or paid.

FUND FINANCIAL STATEMENTS

The combined statements also include fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District has one governmental fund type. The General Fund accounts for resources not accounted for in another fund, property tax revenues, costs of assessing and collecting taxes, and general expenditures.

FUND FINANCIAL STATEMENTS (Continued)

Governmental funds are reported in each of the financial statements. The focus in the fund financial statements provides a distinctive view of the District's governmental fund. These statements report short-term fiscal accountability focusing on the use of spendable resources and balances of spendable resources available at the end of the year. They are useful in evaluating annual financing requirements of the District and the commitment of spendable resources for the near-term.

Since the government-wide focus includes the long-term view, comparisons between these two perspectives may provide insight into the long-term impact of short-term financing decisions. The adjustments columns, the Reconciliation of the Governmental Fund Balance Sheet to the Statement of Net Position and the Reconciliation of the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance to the Statement of Activities explain the differences between the two presentations and assist in understanding the differences between these two perspectives.

NOTES TO THE FINANCIAL STATEMENTS

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements.

OTHER INFORMATION

In addition to the financial statements and accompanying notes, this report also presents certain required supplementary information ("RSI") and other supplementary information. The budgetary comparison schedule is included as RSI for the General Fund.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of the District's financial position. In the case of the District, assets exceeded liabilities and deferred inflows of resources by $7,146,124 as of December 31, 2023.

A portion of the District's net position reflects its net investment in capital assets (buildings, vehicles and equipment less any debt used to acquire those assets that is still outstanding). The District uses these assets to provide for firefighting and emergency services.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The following is a comparative analysis of government-wide changes in net position:

	Summary of Changes in the Statement of Net Position		
	2023	2022	Change Positive (Negative)
Current and Other Assets	$ 9,626,718	$ 8,960,596	$ 666,122
Capital Assets (Net of Accumulated Depreciation)	6,247,994	6,482,624	(234,630)
Total Assets	$ 15,874,712	$ 15,443,220	$ 431,492
Long -Term Liabilities	$ 3,759,075	$ 4,092,914	$ 333,839
Other Liabilities	441,426	379,221	(62,205)
Total Liabilities	$ 4,200,501	$ 4,472,135	$ 271,634
Deferred Inflows of Resources	$ 4,528,087	$ 4,418,443	$ (109,644)
Net Position:			
Net Investment in Capital Assets	$ 2,155,080	$ 2,067,322	$ 87,758
Unrestricted	4,991,044	4,485,320	505,724
Total Net Position	$ 7,146,124	$ 6,552,642	$ 593,482

The following table provides a summary of the District's operations for the years ended December 31, 2023, and December 31, 2022.

	Summary of Changes in the Statement of Activities		
	2023	2022	Change Positive (Negative)
Revenues:			
Property Taxes	$ 4,378,165	$ 3,789,478	$ 588,687
Mutual Aid Revenues	23,870	29,782	(5,912)
Other Revenues	342,746	80,262	262,484
Total Revenues	$ 4,744,781	$ 3,899,522	$ 845,259
Expenses for Services	4,151,299	3,491,595	(659,704)
Change in Net Position	$ 593,482	$ 407,927	$ 185,555
Net Position, Beginning of Year	6,552,642	6,144,715	407,927
Net Position, End of Year	$ 7,146,124	$ 6,552,642	$ 593,482

FINANCIAL ANALYSIS OF THE DISTRICT'S GOVERNMENTAL FUNDS

The District's General Fund fund balance as of December 31, 2023, was $5,002,130, an increase of $507,352 from the prior year. This increase was primarily due to property tax revenues and operating revenues exceeding operating expenditures.

GENERAL FUND BUDGETARY HIGHLIGHTS

The Board of Commissioners annually adopts an unappropriated budget for the General Fund and amended the budget during the current fiscal year. Actual revenues were $362,212 more than amended budgeted revenues. Actual expenditures were $120,991 less than amended budgeted expenditures.

CAPITAL ASSETS

Capital assets as of December 31, 2023, total $6,247,994 (net of accumulated depreciation) and include buildings, vehicles and equipment.

Capital Assets At Year-End, Net of Accumulated Depreciation

	2023	2022	Change Positive (Negative)
Capital Assets Not Being Depreciated:			
Land and Land Improvements	$ 209,694	$ 209,694	$
Capital Assets, Net of Accumulated Depreciation:			
Buildings and Improvements	5,385,464	5,518,684	(133,220)
Firefighting Vehicles and Equipment	652,836	754,246	(101,410)
Total Net Capital Assets	$ 6,247,994	$ 6,482,624	$ (234,630)

Additional information on the District's capital assets can be found in Note 6 of this report.

LONG-TERM DEBT ACTIVITY

At the end of the current fiscal year, the District had total long-term debt payable of $4,092,914. The changes in the debt position of the District during the fiscal year ended December 31, 2023, are summarized as follows:

Notes Payable, January 1, 2023	$ 4,415,302
Less: Note Principal Paid	322,388
Notes Payable, December 31, 2023	$ 4,092,914

CONTACTING THE DISTRICT'S MANAGEMENT

This financial report is designed to provide a general overview of the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Williamson County Emergency Services District No. 2, 16248 Great Oaks Drive, Round Rock, TX 78681.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
STATEMENT OF NET POSITION AND GOVERNMENTAL FUND BALANCE SHEET
DECEMBER 31, 2023

	General Fund	Adjustments	Statement of Net Position
ASSETS			
Cash	$ 3,886	$	$ 3,886
Investments	6,711,254		6,711,254
Receivables:			
Property Taxes	1,914,627		1,914,627
Penalty and Interest on Delinquent Taxes		15,876	15,876
Accrued Interest	35,810		35,810
Prepaid Costs	945,265		945,265
Land		209,694	209,694
Capital Assets (Net of Accumulated Depreciation)		6,038,300	6,038,300
TOTAL ASSETS	$ 9,610,842	$ 6,263,870	$ 15,874,712
LIABILITIES			
Accounts Payable	$ 60,403	$	$ 60,403
Accrued Interest Payable		47,184	47,184
Long-Term Liabilities:			
Note Payable Within One Year		333,839	333,839
Note Payable After One Year		3,759,075	3,759,075
TOTAL LIABILITIES	$ 60,403	$ 4,140,098	$ 4,200,501
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	$ 4,548,309	$ (20,222)	$ 4,528,087
FUND BALANCE			
Nonspendable -			
Prepaid Costs	$ 945,265	$ (945,265)	$
Unassigned	4,056,865	(4,056,865)	
TOTAL FUND BALANCE	$ 5,002,130	$ (5,002,130)	$ - 0 -
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE	$ 9,610,842		
NET POSITION			
Net Investment in Capital Assets		$ 2,155,080	$ 2,155,080
Unrestricted		4,991,044	4,991,044
TOTAL NET POSITION		$ 7,146,124	$ 7,146,124

The accompanying notes to the financial statements are an integral part of this report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET TO THE STATEMENT OF NET POSITION
DECEMBER 31, 2023

Total Fund Balance - Governmental Funds		$ 5,002,130
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Land, construction in progress and capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental fund.		6,247,994
Deferred inflows of resources related to property tax revenues and uncollected penalty and interest revenues on delinquent taxes for the 2022 and prior tax levies became part of recognized revenues in the governmental activities of the District.		36,098
Certain liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the governmental fund. These liabilities at year-end consist of:		
Accrued Interest Payable	$ (47,184)	
Notes Payable Within One Year	(333,839)	
Notes Payable After One Year	(3,759,075)	(4,140,098)
Total Net Position - Governmental Activities		$ 7,146,124

The accompanying notes to the financial statements are an integral part of this report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED DECEMBER 31, 2023

	General Fund	Adjustments	Statement of Activities
REVENUES			
Property Taxes	$ 4,386,493	$ (8,328)	$ 4,378,165
Mutual Aid Revenues	23,870		23,870
Penalty and Interest	8,975	2,244	11,219
Investment Revenues	292,624		292,624
Miscellaneous Revenues	1,148	37,755	38,903
TOTAL REVENUES	$ 4,713,110	$ 31,671	$ 4,744,781
EXPENDITURES/EXPENSES			
Service Operations:			
District Services - Sam Bass Fire Department	$ 3,468,337	$	$ 3,468,337
Accounting and Auditing Fees	59,206		59,206
Appraisal District Fees	22,858		22,858
Commissioner Fees	13,700		13,700
Legal Fees-General	10,874		10,874
Legal Fees-Delinquent Tax Collections	2,179		2,179
Tax Assessor/Collector Fees	3,691		3,691
Depreciation		283,039	283,039
Election Costs	10,588		10,588
Other	112,604		112,604
Capital Outlay	48,409	(48,409)	
Debt Service:			
Note Principal	322,388	(322,388)	
Note Interest	168,679	(4,456)	164,223
TOTAL EXPENDITURES/EXPENSES	$ 4,243,513	$ (92,214)	$ 4,151,299
EXCESS OF REVENUES OVER EXPENDITURES	$ 469,597	$ 123,885	$ 593,482
OTHER FINANCING SOURCES			
Proceeds from Sale of Assets	$ 37,755	$ (37,755)	$ - 0 -
NET CHANGE IN FUND BALANCE	$ 507,352	$ (507,352)	$
CHANGE IN NET POSITION		593,482	593,482
FUND BALANCE/NET POSITION - JANUARY 1, 2023	4,494,778	2,057,864	6,552,642
FUND BALANCE/NET POSITION - DECEMBER 31, 2023	$ 5,002,130	$ 2,143,994	$ 7,146,124

The accompanying notes to the financial statements are an integral part of this report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
RECONCILIATION OF THE GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2023

Net Change in Fund Balance - Governmental Fund	$	507,352
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report tax revenues when collected. However, in the government-wide financial statements, revenues are recorded in the accounting period for which the taxes are levied.		(8,328)
Governmental funds report penalty and interest revenues on delinquent property taxes when collected. However, in the government-wide financial statements, revenues are recorded when penalty and interest are assessed.		2,244
Governmental funds do not account for depreciation. However, in the government-wide financial statements, capital assets are depreciated and depreciation expense is recorded in the Statement of Activities.		(283,039)
Governmental funds report capital asset purchases as expenditures in the period purchased. However, in the government-wide financial statements, capital assets are increased by new purchases that meet the District's threshold for capitalization, and are owned and maintained by the District. All other capital asset purchases are expensed in the Statement of Activities.		48,409
Governmental funds report principal payments on long-term liabilities as expenditures. However, in the government-wide financial statements, principal payments decrease long-term liabilities and the Statement of Activities is not affected.		322,388
Governmental funds report interest payments on capital leases and notes as expenditures in the year paid. However, in the Statement of Net Position, interest is accrued on leases and notes through fiscal year-end.		4,456
Change in Net Position - Governmental Activities	$	593,482

The accompanying notes to the financial statements are an integral part of this report.

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NOTE 1. CREATION OF DISTRICT

Williamson County Rural Fire Prevention District No. 2 was created November 3, 1987, under Chapter 794 of the Health and Safety Code. At an election held on August 9, 1997, voters approved to convert the District to an emergency services district. Effective September 8, 1997, the District became Williamson County Emergency Services District No. 2 (the "District"). The District now operates under Chapter 775 of the Health and Safety Code. The District was established to provide operating and capital funds for the contracting of fire protection services to the residents of the District.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board ("GASB").

The District is a political subdivision of the State of Texas governed by an appointed board. GASB has established the criteria for determining whether an entity is a primary government or a component unit of a primary government. The primary criteria are that it has a separately elected governing body, it is legally separate, and it is fiscally independent of other state and local governments. Under these criteria, the District is considered a primary government and is not a component unit of any other government. Additionally, no other entities meet the criteria for inclusion in the District's financial statement as component units.

Financial Statement Presentation

These financial statements have been prepared in accordance with GASB Codification of Governmental Accounting and Financial Reporting Standards Part II, Financial Reporting ("GASB Codification").

GASB Codification sets forth standards for external financial reporting for all state and local government entities, which include a requirement for a Statement of Net Position and a Statement of Activities. It requires the classification of net position into three components: Net Investment in Capital Assets; Restricted; and Unrestricted. These classifications are defined as follows:

- Net Investment in Capital Assets – This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

- Restricted Net Position – This component of net position consists of external constraints placed on the use of assets imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulation of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

- Unrestricted Net Position – This component of net position consists of assets that do not meet the definition of Restricted or Net Investment in Capital Assets.

When both restricted and unrestricted resources are available for use, generally it is the District's policy to use restricted resources first.

Government-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the District as a whole. The District's Statement of Net Position and Statement of Activities are combined with the governmental fund financial statements. The District is viewed as a special-purpose government and has the option of combining these financial statements.

The Statement of Net Position is reported by adjusting the governmental fund types to report on the full accrual basis, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. Any amounts recorded due to and due from other funds are eliminated in the Statement of Net Position.

The Statement of Activities is reported by adjusting the governmental fund types to report only items related to current year revenues and expenditures. Items such as capital outlay are allocated over their estimated useful lives as depreciation expense. Internal activities between governmental funds, if any, are eliminated by adjustment to obtain net total revenues and expenses in the government-wide Statement of Activities.

Fund Financial Statements

As discussed above, the District's fund financial statements are combined with the government-wide financial statements. The fund financial statements include a Governmental Fund Balance Sheet and a Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Funds

The District has one governmental fund; therefore, it is a major fund.

General Fund - To account for resources not required to be accounted for in another fund, property tax revenues, costs of assessing and collecting taxes and general expenditures.

Basis of Accounting

The District uses the modified accrual basis of accounting for governmental fund types. The modified accrual basis of accounting recognizes revenues when both "measurable and available." Measurable means the amount can be determined. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The District considers revenues reported in governmental funds to be available if they are collectible within 60 days after year-end. Also, under the modified accrual basis of accounting, expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, which are recognized as expenditures when payment is due.

Property taxes considered available by the District and recorded as revenues include the 2022 tax levy collections during the period October 1, 2022, to December 31, 2023, and taxes collected from January 1, 2023, to December 31, 2023, for all prior tax levies. The 2023 tax levy has been fully deferred to meet the District's planned expenditures in the 2024 fiscal year.

Capital Assets

Capital assets, which include land, buildings and equipment, are reported in the government-wide Statement of Net Position. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated assets are valued at their acquisition value on the date donated. Repairs and maintenance are recorded as an expenditure in the governmental fund incurred and as an expense in the government-wide Statement of Activities. Capital asset additions, improvements and preservation costs that extend the life of an asset are capitalized and depreciated over the estimated useful life of the asset.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets (Continued)

All capital assets are capitalized if they have an original cost of $5,000 or more and a useful life of at least two years. Depreciation is calculated on each class of depreciable property using no salvage value and the straight-line method of depreciation. Estimated useful lives are as follows:

	Years
Buildings and Improvements	40
Firefighting Vehicles	5-15
Equipment	4-15
Office Equipment and Furnishings	2-10

Budgeting

An annual unappropriated budget is adopted for the General Fund by the District's Board of Directors. The budget is prepared using the same method of accounting as for financial reporting. The original General Fund budget for the current year was amended. The Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund presents the original and revised budget amounts, if revised, compared to the actual amounts of revenues and expenditures for the current year.

Pensions

The District has not established a pension plan as the District does not have employees. The Internal Revenue Service has determined that fees of office received by Commissioners are wages subject to federal income tax withholding for payroll tax purposes only.

Measurement Focus

Measurement focus is a term used to describe which transactions are recognized within the various financial statements. In the government-wide Statement of Net Position and Statement of Activities, the governmental activities are presented using the economic resources measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position, financial position, and cash flows. All assets, liabilities, and deferred inflows and outflows of resources associated with the activities are reported. Fund equity is classified as net position.

Governmental fund types are accounted for on a spending or financial flow measurement focus. Accordingly, only current assets and current liabilities are included on the Governmental Fund Balance Sheet, and the reported fund balance provides an indication of available spendable or appropriable resources. Operating statements of governmental fund types report increases and decreases in available spendable resources. Fund balances in the governmental fund are classified using the following hierarchy:

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus (Continued)

Nonspendable: amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted: amounts that can be spent only for specific purposes because of constitutional provisions, or enabling legislation, or because of constraints that are imposed externally. The District does not have any restricted fund balances.

Committed: amounts that can be spent only for purposes determined by a formal action of the Board of Commissioners. The Board is the highest level of decision-making authority for the District. This action must be made no later than the end of the fiscal year. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the Board. The District does not have any committed fund balances.

Assigned: amounts that do not meet the criteria to be classified as restricted or committed, but that are intended to be used for specific purposes. The District has not adopted a formal policy regarding the assignment of fund balances. The District does not have any assigned fund balances.

Unassigned: all other spendable amounts in the General Fund.

When expenditures are incurred for which restricted, committed, assigned or unassigned fund balances are available, the District considers amounts to have been spent first out of restricted funds, then committed funds, then assigned funds, and finally unassigned funds.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3. TAX LEVY

During the year ended December 31, 2023, the District levied an ad valorem tax at the rate of $0.094296 per $100 of assessed valuation, which resulted in a tax levy of $4,528,087 on the adjusted taxable valuation of $4,800,635,053 for the 2023 tax year.

All property values and exempt status, if any, are determined by the appraisal district. Assessed values are determined as of January 1 of each year, at which time a tax lien attaches to the related property. Taxes are levied around October/November, are due upon receipt and are delinquent the following February 1. Penalty and interest attach thereafter.

NOTE 4. DEPOSITS AND INVESTMENTS

Deposits

Custodial credit risk is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District's deposit policy for custodial credit risk requires compliance with the provisions of Texas statutes.

Texas statutes require that any cash balance in any fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of the District, having an aggregate market value, including accrued interest, at all times equal to the uninsured cash balance in the fund to which such securities are pledged. At fiscal year-end, the carrying amount of the District's deposits was $1,178,886 and the bank balance was $1,212,164.

The bank balance was fully covered by federal depository insurance.

The carrying values of the deposits are included in the Governmental Funds and the Statement of Net Position at December 31, 2023, as listed below:

	Cash	Certificates of Deposit	Total
GENERAL FUND	$ 3,886	$ 1,175,000	$ 1,178,886

NOTE 4. DEPOSITS AND INVESTMENTS (Continued)

Investments

Under Texas law, the District is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity and that address investment diversification, yield, maturity, and the quality and capability of investment management, and all District funds must be invested in accordance with the following investment objectives: understanding the suitability of the investment to the District's financial requirements, first; preservation and safety of principal, second; liquidity, third; marketability of the investments if the need arises to liquidate the investment before maturity, fourth; diversification of the investment portfolio, fifth; and yield, sixth. The District's investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." No person may invest District funds without express written authority from the Board of Commissioners.

Texas statutes include specifications for and limitations applicable to the District and its authority to purchase investments as defined in the Public Funds Investment Act. The District has adopted a written investment policy to establish the guidelines by which it may invest. This policy is reviewed annually. The District's investment policy may be more restrictive than the Public Funds Investment Act.

The District invests in TexPool, an external investment pool that is not SEC-registered. The Texas Comptroller of Public Accounts has oversight of the pool. Federated Hermes, Inc. manages the daily operations of the pool under a contract with the Comptroller. TexPool measures all its portfolio assets at amortized cost. As a result, the District also measures its investments in TexPool at amortized cost for financial reporting purposes. There are no limitations or restrictions on withdrawals from TexPool. Certificates of deposit are valued at acquisition cost at the date of purchase.

As of December 31, 2023, the District had the following investments and maturities:

		Maturities in Years			
Fund and Investment Type	Fair Value	Less Than 1	1-5	6-10	More Than 10
GENERAL FUND					
TexPool	$ 5,536,254	$ 5,536,254	$	$	$
Certificates of Deposit	1,175,000	1,175,000			
TOTAL INVESTMENTS	$ 6,711,254	$ 6,711,254	$ - 0 -	$ - 0 -	$ - 0 -

NOTE 4. DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. At December 31, 2023, the District's investment in TexPool was rated AAAm by Standard and Poor's. The District also manages credit risk by investing in certificates of deposit covered by FDIC coverage.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The District considers the investments in TexPool to have a maturity of less than one year due to the fact the share position can usually be redeemed each day at the discretion of the District, unless there has been a significant change in value. The District also manages interest rate risk by investing in certificates of deposit with maturities of approximately one year or less.

NOTE 5. FIRE PROTECTION SERVICES

The District has contracted with Sam Bass Fire Department (the "Department") to provide fire protection and suppression services to the residents of the District. The term of the agreement that was effective during fiscal year 2023 was from December 25, 2013 through December 31, 2014 and continued on a year-to-year basis. On January 18, 2024, the District entered into a new agreement with the Department to extend services to cover the period from January 18, 2024 through December 31, 2027 unless terminated by either party upon 90 days written notice to the other party. Under the terms of the agreement, the Department agrees to provide fire prevention, protection and fighting services as well as an emergency medical first responder program to all the residents and commercial interests within the geographic area of the District and those requesting mutual aid.

The District agrees to reimburse the Department for the actual allowable costs incurred in performance of this contract. The contract amount is annually established and budgeted by the District after consultation with the Department concerning its needs. The District agrees to pay the Department on a monthly basis. The District will not reimburse the Department for costs in excess of the amount that is established and budgeted annually. During the current fiscal year, the District paid $3,468,337 to the Department.

Title to all property owned or acquired by the Department remained with the Department as of fiscal year 2023. As part of the new agreement executed on January 18, 2024, title to all real and personal property owned by the Department which is utilized in performance of the agreement shall be transferred to the District, within ninety days of execution of the agreement.

NOTE 6. CAPITAL ASSETS

The following is a summary of changes in capital assets for the year ended December 31, 2023:

	January 1, 2023	Increases	Decreases	December 31, 2023
Capital Assets Not Being Depreciated				
Land and Land Improvements	$ 209,694	$ - 0 -	$ - 0 -	$ 209,694
Capital Assets Subject to Depreciation				
Buildings and Improvements	$ 7,196,136	$ 48,409	$	$ 7,244,545
Firefighting Vehicles and Equipment	3,375,489			3,375,489
Total Capital Assets Subject to Depreciation	$ 10,571,625	$ 48,409	$ - 0 -	$ 10,620,034
Less Accumulated Depreciation				
Buildings and Improvements	$ 1,677,452	$ 181,629	$	$ 1,859,081
Firefighting Vehicles and Equipment	2,621,243	101,410		2,722,653
Total Accumulated Depreciation	$ 4,298,695	$ 283,039	$ - 0 -	$ 4,581,734
Total Depreciable Capital Assets, Net of Accumulated Depreciation	$ 6,272,930	$ (234,630)	$ - 0 -	$ 6,038,300
Total Capital Assets, Net of Accumulated Depreciation	$ 6,482,624	$ (234,630)	$ - 0 -	$ 6,247,994

NOTE 7. RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; and errors and omissions for which the District carries commercial insurance. There have been no significant reductions in coverage from the prior year and settlements have not exceeded coverage in the past three years.

NOTE 8. LEASES

The land located at 16248 Great Oaks Drive, which is owned by Sam Bass Volunteer Fire Department, Inc., is leased to the District for 30 years expiring February 28, 2032. Rent is $1.00 per year. The leased premises shall be specifically used for emergency services and related activities only.

The land located at 17503/17505 Great Oaks Drive, also known as 1001 Great Oaks Drive, which is owned by Sam Bass Volunteer Fire Department, Inc., is leased to the District for 99 years expiring November 20, 2112. Lease payments of $1.00 are payable in advance.

NOTE 9. NOTES PAYABLE

On September 20, 2017, the District executed a note with Government Capital Corporation, in the amount of $4,500,000. Proceeds were used to construct Station No. 3. The interest rate is 3.99%. Note payments and interest of $330,825 are due annually on September 25, beginning September 25, 2019 and ending September 25, 2037.

On May 26, 2022, the District executed a note with Government Capital Corporation, in the amount of $734,492. Proceeds were used to finance the purchase of a new fire truck. The interest rate is 2.97%. Note payments and interest of $160,242 are due annually on June 3, beginning June 3, 2023 and ending June 3, 2027.

The following is a summary of transactions regarding the notes payable for the year ended December 31, 2023:

Notes Payable, January 1, 2023	$ 4,415,302
Less: Note Principal Paid	322,388
Notes Payable, December 31, 2023	$ 4,092,914
Note Payable:	
Due Within One Year	$ 333,839
Due After One Year	3,759,075
Note Payable, December 31, 2023	$ 4,092,914

As of December 31, 2023, debt service requirements on the notes are as follows:

Fiscal Year	Principal	Interest	Total
2024	333,839	157,227	491,066
2025	345,706	145,360	491,066
2026	358,003	133,064	491,067
2027	370,745	120,322	491,067
2028	223,708	107,116	330,824
2029-2033	1,259,771	394,353	1,654,124
2034-2037	1,201,142	122,157	1,323,299
	$ 4,092,914	$ 1,179,599	$ 5,272,513

NOTE 10. MUTUAL AID AGREEMENT

The District entered into an agreement with Williamson County, Texas, and the following Williamson County Emergency Services Organizations ("ESO"): Williamson County Emergency Service Districts Nos. 1, 3, 4, 5, 6, 7, 8, 9 and 10, the City of Cedar Park, Texas, the City of Georgetown, Texas, the City of Leander, Texas, the City of Round Rock, Texas, the City of Taylor, Texas, the Bartlett Volunteer Fire Department, the Coupland Volunteer Fire Department, the Florence Volunteer Fire Department, the Granger Volunteer Fire Department, the Jarrell Volunteer Fire Department, the Jollyville Volunteer Fire Department, the Sam Bass Volunteer Fire Department, the Taylor Volunteer Fire Department, the Thrall Volunteer Fire Department and the Weir Volunteer Fire Department. To ensure that the ESOs are treated equally while providing emergency services that are needed by individuals in the county, Williamson County and the ESOs agree to establish minimum services that must be provided by each agency. The initial term of this agreement is deemed to be effective as of October 1, 2010 through September 20, 2011 and shall automatically renew each year unless notice not to renew is sent to all other parties at least 90 days prior to last day of the then current term.

Each ESO agrees and acknowledges that Williamson County Emergency Medical Services will be the 911 emergency medical services provider within each ESOs jurisdiction. The ESOs will operate a first responder program under the Williamson County Medical Director and participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. As part of this agreement, emergency medical service supplies will be exchanged between Williamson County and the ESOs on a one-for-one basis used on a medical call. In consideration of this agreement, Williamson County agrees to reimburse each ESO an amount of money based on the following reimbursement formula: 1) $200 for each square mile of an ESOs district, plus 2) $0.70 for each person that resides in the district covered by the ESO; paid annually in two installments. The amount of the reimbursement will be adjusted annually taking into account population changes. During the current year, the District received $23,870 from Williamson County related to this agreement.

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WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

REQUIRED SUPPLEMENTARY INFORMATION

DECEMBER 31, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED DECEMBER 31, 2023

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Property Taxes	$ 4,306,133	$ 4,306,133	$ 4,386,493	$ 80,360
Mutual Aid Revenues	15,000	15,000	23,870	8,870
Penalty and Interest	4,750	4,750	8,975	4,225
Investment Revenues	25,015	25,015	292,624	267,609
Miscellaneous Revenues			1,148	1,148
TOTAL REVENUES	$ 4,350,898	$ 4,350,898	$ 4,713,110	$ 362,212
EXPENDITURES				
Services Operations:				
District Services - Sam Bass Fire Department	$ 3,336,674	$ 3,468,337	$ 3,468,337	$
Accounting and Auditing Fees	58,750	58,750	59,206	(456)
Appraisal District Fees	24,000	24,000	22,858	1,142
Commissioner Fees	10,000	10,000	13,700	(3,700)
Legal Fees-General	2,500	2,500	10,874	(8,374)
Legal Fees-Delinquent Tax Collections	250	250	2,179	(1,929)
Tax Assessor/Collector Fees	2,500	2,500	3,691	(1,191)
Election Costs	3,500	3,500	10,588	(7,088)
Other	53,600	53,600	112,604	(59,004)
Capital Outlay	250,000	250,000	48,409	201,591
Debt Service:				
Note Principal	322,388	322,388	322,388	
Note Interest	168,679	168,679	168,679	
TOTAL EXPENDITURES	$ 4,232,841	$ 4,364,504	$ 4,243,513	$ 120,991
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	$ 118,057	$ (13,606)	$ 469,597	$ 483,203
OTHER FINANCING SOURCES				
Proceeds from Sale of Assets	$ -0-	$ -0-	$ 37,755	$ 37,755
NET CHANGE IN FUND BALANCE	$ 118,057	$ (13,606)	$ 507,352	$ 520,958
FUND BALANCE - JANUARY 1, 2023	4,494,778	4,494,778	4,494,778	
FUND BALANCE - DECEMBER 31, 2023	$ 4,612,835	$ 4,481,172	$ 5,002,130	$ 520,958

See accompanying independent auditor's report.

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WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

OTHER SUPPLEMENTARY INFORMATION

DECEMBER 31, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
COMPUTATION OF NET LONG-TERM DEBT PER CAPITA
DECEMBER 31, 2023
(UNAUDITED)

Long-Term Debt at December 31, 2023	$ 4,092,914
Less: Amount in Debt Service Fund	
Net Long-Term Debt at December 31, 2023	$ 4,092,914
Estimated District Population*	27,626
Net Long-Term Debt Per Capita at December 31, 2023	$ 148.15

* Williamson County Geographic Information Systems - 2023

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
LISTING OF THE NUMBER OF EMERGENCY RESPONSES MADE WITHIN AND OUTSIDE THE DISTRICT FOR THE YEAR ENDED DECEMBER 31, 2023
(UNAUDITED)

Number of emergency responses made within the District	2,088
Number of emergency responses made outside of the District	54
Total emergency responses	2,142

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
SCHEDULE OF INSURANCE AND BONDING COVERAGE
DECEMBER 31, 2023

Type of Coverage	From To	Amount of Coverage	Insurer/Name
TAX COLLECTOR BOND Tim Hunsberger	04/17/23 04/17/24	$ 2,000,000	The Cincinnati Insurance Company
PUBLIC EMPLOYEE DISHONESTY BLANKET BOND Per Employee	10/28/23 10/28/24	$ 250,000	National Union Fire Insurance Company of Pittsburgh, Pa.
GENERAL LIABILITY General Aggregate Per Occurrence	10/28/23 10/28/24	$ 3,000,000 1,000,000	National Union Fire Insurance Company of Pittsburgh, Pa.
MANAGEMENT LIABILITY General Aggregate Per Occurrence	10/28/23 10/28/24	$ 3,000,000 1,000,000	National Union Fire Insurance Company of Pittsburgh, Pa.
EXCESS LIABILITY General Aggregate Per Occurrence	10/28/23 10/28/24	$ 2,000,000 1,000,000	National Union Fire Insurance Company of Pittsburgh, Pa.
HIRED AND NON-OWNED AUTOMOBILE LIABILITY Combined Single Limit	10/28/23 10/28/24	$ 1,000,000	National Union Fire Insurance Company of Pittsburgh, Pa.
PROPERTY COVERAGE Buildings Contents	10/28/23 10/28/24	$ 9,157,673 5,849	National Union Fire Insurance Company of Pittsburgh, Pa.

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
STATEMENT OF ACTIVITIES
SAM BASS FIRE DEPARTMENT
FOR THE YEAR ENDED DECEMBER 31, 2023
(UNAUDITED)

REVENUES		
Williamson County Emergency Services District No. 2	$	3,468,337
Williamson County Emergency Services District No. 9		321,227
Inspection Fees		9,922
Interest Revenues		49,799
Miscellaneous Revenues		43,925
TOTAL REVENUES	$	3,893,210
EXPENSES		
Administration	$	523,311
Apparatus		121,276
Billing Services		4,636
Building & Grounds		149,650
Communications		6,630
OPS Supply & Equipment		84,396
Payroll Expenses		2,842,118
Training		24,040
Other		95,401
TOTAL EXPENSES	$	3,851,458
CHANGE IN NET ASSETS	$	41,752
NET ASSETS - January 1, 2023		828,351
NET ASSETS - December 31, 2023	$	870,103

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
TAXES LEVIED AND RECEIVABLE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Property Taxes	
TAXES RECEIVABLE - JANUARY 1, 2023	$ 1,713,296	
Adjustments to Beginning Balance	(40,278)	$ 1,673,018
Original 2023 Tax Levy	$ 4,527,076	
Adjustment to 2023 Tax Levy	1,011	4,528,087
TOTAL TO BE ACCOUNTED FOR		$ 6,201,105
TAX COLLECTIONS:		
Prior Years	$ 1,652,796	
Current Year	2,633,682	4,286,478
TAXES RECEIVABLE - DECEMBER 31, 2023		$ 1,914,627
TAXES RECEIVABLE BY YEAR:		
2023		$ 1,894,405
2022		5,240
2021		1,881
2020		1,569
2019		1,296
2018		1,291
2017		1,063
2016		1,059
2015		1,362
2014		1,232
2013 and prior		4,229
TOTAL TAXES RECEIVABLE BY YEAR		$ 1,914,627

See accompanying independent's auditor report.

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WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
TAXES LEVIED AND RECEIVABLE
FOR THE YEAR ENDED DECEMBER 31, 2023

	2023	2022	2021	2020
TOTAL PROPERTY VALUATIONS, NET	$ 4,800,635,053	$ 4,617,222,230	$ 3,781,978,170	$ 3,401,836,820
TAX RATE PER $100 VALUATION	$ 0.094296	$ 0.095689	$ 0.10	$ 0.10
ADJUSTED TAX LEVY*	$ 4,528,087	$ 4,418,443	$ 3,781,978	$ 3,401,994
PERCENTAGE OF TAXES COLLECTED TO TAXES LEVIED	58.16 %	99.88 %	99.95 %	99.95 %

* Based upon the adjusted tax levy at the time of the audit for the fiscal year in which the tax was levied.

See accompanying independent's auditor report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES
GENERAL FUND – FIVE YEARS

	Amounts		
	2023	2022	2021
REVENUES			
Property Taxes	$ 4,386,493	$ 3,777,372	$ 3,404,397
Mutual Aid Revenues	23,870	29,782	28,905
Penalty and Interest	8,975	6,716	7,766
Investment Revenues	292,624	68,262	14,033
Miscellaneous Revenues	1,148	4,092	54
TOTAL REVENUES	$ 4,713,110	$ 3,886,224	$ 3,455,155
EXPENDITURES			
Services Operations:			
District Services - Sam Bass Fire Department	$ 3,468,337	$ 2,900,000	$ 2,000,000
Accounting and Auditing Fees	59,206	56,901	37,659
Appraisal District Fees	22,858	20,195	19,166
Commissioner Fees	13,700	10,800	8,000
Legal Fees-General	10,874	1,443	3,360
Legal Fees-Delinquent Tax Collections	2,179	909	1,260
Tax Assessor/Collector Fees	3,691	2,678	2,487
Election Costs	10,588		
Other	112,604	51,782	54,978
Capital Outlay	48,409		91,047
Debt Service:			
Capital Lease Principal			449,898
Note Principal	322,388	176,902	170,115
Capital Lease Interest			12,789
Note Interest	168,679	153,923	160,710
TOTAL EXPENDITURES	$ 4,243,513	$ 3,375,533	$ 3,011,469
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	$ 469,597	$ 510,691	$ 443,686
OTHER FINANCING SOURCES			
Note Proceeds	$	$ 734,492	$
Proceeds from Sale of Assets	37,755		
TOTAL OTHER FINANCING SOURCES	$ 37,755	$ 734,492	$ - 0 -
NET CHANGE IN FUND BALANCE	$ 507,352	$ 1,245,183	$ 443,686
BEGINNING FUND BALANCE	4,494,778	3,249,595	2,805,909
ENDING FUND BALANCE	$ 5,002,130	$ 4,494,778	$ 3,249,595

See accompanying independent auditor's report.

		Percentage of Total Revenues				
2020	2019	2023	2022	2021	2020	2019
$ 3,289,237	$ 3,164,068	93.1 %	97.1 %	98.6 %	97.7 %	95.8 %
28,031	27,057	0.5	0.8	0.8	0.8	0.8
6,748	5,653	0.2	0.2	0.2	0.2	0.2
44,366	106,571	6.2	1.8	0.4	1.3	3.2
123	110		0.1			
$ 3,368,505	$ 3,303,459	100.0 %	100.0 %	100.0 %	100.0 %	100.0 %
$ 3,000,000	$ 2,450,000	73.6 %	74.6 %	57.9 %	89.0 %	74.2 %
35,994	38,000	1.3	1.5	1.1	1.1	1.1
19,614	18,836	0.5	0.5	0.6	0.6	0.6
9,500	9,800	0.3	0.3	0.2	0.3	0.3
1,581	999	0.2		0.1		
1,496	1,149					
2,390	2,387	0.1	0.1	0.1	0.1	0.1
		0.2				
48,908	54,612	2.4	1.3	1.6	1.5	1.6
61,110	127,461	1.0		2.6	1.8	3.9
68,356	66,591			13.0	2.0	2.0
163,587	157,311	6.8	4.6	4.9	4.9	4.8
13,734	15,498			0.4	0.4	0.5
167,237	173,514	3.6	4.0	4.7	5.0	5.2
$ 3,593,507	$ 3,116,158	90.0 %	86.9 %	87.2 %	106.7 %	94.3 %
$ (225,002)	$ 187,301	10.0 %	13.1 %	12.8 %	(6.7) %	5.7 %
$	$					
$ - 0 -	$ - 0 -					
$ (225,002)	$ 187,301					
3,030,911	2,843,610					
$ 2,805,909	$ 3,030,911					

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
BOARD OF COMMISSIONERS AND CONSULTANTS
DECEMBER 31, 2023

District Mailing Address - Williamson County Emergency Services District No. 2
16248 Great Oaks Drive
Round Rock, TX 78681

District Telephone Number - (512) 255-0100

Commissioners	Term of Office Appointed Expires	Fees of Office for the year ended December 31, 2023	Expense Reimbursement for the year ended December 31, 2023	Title
Jordan Baltazor	01/01/23 12/31/24	$ 4,600	$ 391	President
Russell Strahan	01/01/24 12/31/25	$ 2,600	$ 295	Vice President
Tim Hunsberger	01/01/24 12/31/25	$ 1,700	$ 43	Treasurer
Darryl Pool	01/01/24 12/31/25	$ 2,100	$ -0-	Secretary
Thomas E. Nanninga	01/01/23 12/31/24	$ 2,700	$ 517	Assistant Treasurer/ Secretary

The limit on fees of office that a Commissioner may receive is set by the Health and Safety Code-Chapter 775. Effective September 1, 2017, a Commissioner is entitled to receive compensation in the same manner and amount as are provided by Section 49.060 of the Texas Water Code, currently $7,200 per fiscal year. The above fees of office and expense reimbursements are the amounts paid to a Commissioner during the District's current fiscal year.

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
BOARD OF COMMISSIONERS AND CONSULTANTS
DECEMBER 31, 2023

Consultants:	Date Hired	Fees for the year ended December 31, 2023*	Title
Dietz & Jarrard, P.C.	02/26/14	$ 10,874	Attorney
McCall Gibson Swedlund Barfoot PLLC	01/16/14	$ 14,000	Auditor
Municipal Accounts & Consulting, L.P.	03/22/12	$ 46,012	Bookkeeper
McCreary, Veselka, Bragg & Allen	1989	$ 2,179	Delinquent Tax Attorney
Mark M. Burton	03/22/12	$ -0-	Investment
Ghia Lewis		$ -0-	Officers
Williamson County Tax Assessor/Collector	Legislative Action	$ 3,691	Tax Assessor/ Collector

* Accrual basis

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

AUDITED FINANCIAL STATEMENTS

AND SUPPLEMENTAL SCHEDULES

AND INDEPENDENT AUDITOR'S REPORT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

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The Accounting Firm
of
Donald L. Allman, CPA

Donald L. Allman, CPA, PC
4749 Williams Dr.,Ste.322
Georgetown, Texas 78633
Phone: 512-422-3700
Fax: 512-240-5460
Email:dallman@donallmancpa.com

Independent Auditor's Report

To the Board of Directors

Williamson County Emergency Services District No. 3

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Wiliamson County Emergency Services District # 3 (WCESD # 3) as of and for the year ended September 30, 2023 and the related notes to the financial statements, which collectively comprise the WCESD # 3's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the WCESD # 3 as of September 30, 2023 and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the WCESD # 3 and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the WCESD # 3's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the WCESD # 3's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the WCESD # 3's ability to continue as a going concern for a reasonable period of time.

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

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4-11 and 39 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for

consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the WCESD # 3's basic financial statements. The accompanying combining and individual nonmajor fund financial statements and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 8, 2023, on our consideration of the WCESD # 3's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the WCESD # 3's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering WCESD # 3's internal control over financial reporting and compliance.

Donald L. Allman, CPA

Georgetown, Texas
December 8, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Our discussion and analysis of the Williamson County Emergency Services District No. 3's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2023. Please review it in conjunction with the transmittal letter and the District's basic financial statements, which begin on page 11.

FINANCIAL HIGHLIGHTS

Total net position increased $1,940,934 which represents a substantial increase from 2022.

The District expended $208,371 on apparatus and fire fighting equipment, $2,314,480 in construction in progress building improvements, and $19,863 in furniture, appliances and other assets during fiscal year ending September 30, 2023.

The District had $11,801,676 in expenses related to governmental activities with $13,742,610 in program revenues to cover the cost of these programs. The excess revenues were kept to increase the cash balance and unrestricted net position.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 11-12) provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 13. These statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most financially significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities

Our analysis of the District as a whole begins on page 11. One of the most important questions asked about the District's finances is "Is the District as a whole better off or worse as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer that question.

These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in them. You can think of the District's net position, the difference between assets, what the District owns, and liabilities, what the District owes, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's jurisdiction, the availability of capital projects, and continuing local governmental support to assess the overall health of the District.

Reporting the District's Most Significant Funds Major Funds

Fund Financial Statements -General

Our analysis of the District's major funds begins on page 13. The Fund financial statements begin on page 13 and provide detailed information about the most significant funds-not the District as a whole. Some funds are required to be established by State law. The District only has governmental funds.

Governmental Funds: The District's services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in a reconciliation beside the fund financial statements, if applicable.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 17-36 of this report.
Other information: In addition to the basic financial statements and accompanying notes, this report also presents budget to actual statements and schedules which can be found on pages 38-39 of this report.

THE DISTRICT AS A WHOLE

The District's total net position changed from a year ago, increasing from $15,800,949 to $17,741,883. Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the District's governmental activities.

Table 1
Summary of Net Position

	2023	2022	$ Change	% Change
Cash and Cash Equivalents	$ 7,199,226	$ 12,023,164	$ (4,823,938)	-40.1%
Property & Sales Taxes Rec.	676,557	636,162	$ 40,395	6.3%
Restricted Cash	13,871,561	10,038,575	$ 3,832,986	38.2%
Capital Assets	20,231,106	18,474,033	1,757,073	9.5%
Total Assets	$ 41,978,450	$ 41,171,934	$ 806,516	2.0%
Deferred Outflows of Resources	487,554	267,395	$ 220,159	82.3%
Current Liabilities	$ 3,100,117	$ 2,878,058	$ 222,059	7.7%
Net Pension Liability	1,354,699	144,192	$ 1,210,507	839.5%
Long-Term Obligations	18,858,840	21,258,548	(2,399,708)	-11.3%
Total Liabilities	$ 23,313,656	$ 24,280,798	$ (967,142)	-4.0%
Deferred Inflows of Resources	1,410,465	1,357,582	$ 52,883	3.9%
Net Position:				
Net Investment in Capital Assets	$ 4,454,184	$ 7,414,655	$ (2,960,471)	-39.9%
Restricted	2,086,935	2,998,831	(911,896)	-30.4%
Unrestricted	11,200,764	5,387,463	5,813,301	107.9%
Total Net Position	$ 17,741,883	$ 15,800,949	$ 1,940,934	12.3%

Net position of the District's activities increased 12.3% or $1,940,934. Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – increased by $5,813,301 going from $5,387,463 up to $11,200,764 by the end of fiscal year 2023.

Table 2 compares the 2023 change in net position to the 2022 change in net position.

Table 2
Summary of Changes in Net Position for 2023
Compared With 2022 Activity

	2023	2022	$ Change	% Change
Program Revenues:				
Property Taxes	$ 7,093,168	$ 5,027,602	$ 2,065,566	41.1%
Sales Taxes	6,082,338	6,784,668	$ (702,330)	-10.4%
Other Revenues	361,522	370,698	(9,176)	-2.5%
Grant Revenues	79,266	42,450	36,816	86.7%
Interest Income	126,316	90,959	35,357	38.9%
Total Revenues	$ 13,742,610	$ 12,316,377	$ 1,426,233	11.6%
Program Expenses:				
Total Pension Expense	$ 1,043,231	$ 268,165	$ 775,066	289.0%
General Government	$ 10,278,122	$ 8,455,684	$ 1,822,438	21.6%
Interest on L/T Debt	480,323	315,826	164,497	52.1%
Total Expenses	$ 11,801,676	$ 9,039,675	$ 2,762,001	30.6%
Net Position Increase / (Decrease)	$ 1,940,934	$ 3,276,702	$ (1,335,768)	-40.8%

Table 3 presents the cost of each of the District's programs as well as each program's net cost (total cost less revenues generated by activities). The net cost shows the financial burden that was placed on the District by each of these functions.

Table 3
Governmental Activities

	Total Cost of Services		Net Cost of Services	
	2023	2022	2023	2022
General Government	$ 10,278,122	$ 8,455,684	$ 10,278,122	$ 8,455,684
Int of L/T Debt	480,323	315,826	480,323	315,826
Total Expenses	$ 10,758,445	$ 8,771,510	$ 10,758,445	$ 8,771,510

THE DISTRICT'S FUND'S

Table 4
Change In Year End Fund Balance

	2023	2022	$ Change	% Change
Net Investment in Capital Assets	$ 4,454,184	$ 7,414,655	$ (2,960,471)	-39.9%
Restricted	2,086,935	2,998,831	(911,896)	-30.4%
Unrestricted	11,200,764	5,387,463	5,813,301	107.9%
Total Governmental Balances	$ 17,741,883	$ 15,800,949	$ 1,940,934	12.3%

The 39.9% decrease in Net Investment in Capital Assets balance is due to capital asset and land additions being paid with cash and depreciation. Restricted net position decreased $911,896 due to principal payments reducing debt.

The 107.9% increase in the Unrestricted fund balance can be attributed to increased revenues.

Table 5 presents a summary of governmental fund revenues for the 2023 fiscal year and the amounts and percentages of increases and decreases in relation to the prior year.

Table 5
Total Governmental Fund Revenues

	2023	% of Total	Increase or (Decrease) Over 2022	% Increase / (Decrease)
Revenue Source				
Property taxes	7,093,168	51.6%	2,065,566	41.1%
Sales taxes	6,082,338	44.3%	(702,330)	-10.4%
Other Income	361,522	2.6%	(9,176)	-2.5%
Grant Income	79,266	0.6%	36,816	0.0%
Investment Income	126,316	0.9%	35,357	38.9%
Total	$ 13,742,610	100.0%	$ 1,426,233	11.6%

The 41.1% increase in Property Tax revenues is primarily due to increases in the property tax base, the tax rate did not change. Sales Tax revenues decreased 10.4%. Other income decreased 2.5% and Grant income increased 36,816.
The 38.9% increase in interest income is due to more cash maintained in interest bearing cash accounts.

Table 6 presents the General Fund budget and the difference between the original budget and final budget for fiscal year 2023. Table 7 discusses the variance between the final budget and the actual results for the year.

Original versus Final Budget

There were no material differences between original and final budgeted amounts for 2023.

Table 6
Original and Final Budget
Budgeted Amounts

	Original	Final	Variance
Revenues:			
Property Taxes	$ 6,994,488	$ 6,994,488	$ -
Sales Taxes	4,234,377	4,234,377	$ -
Interlocal agreement	43,000	43,000	-
Interest Income	35,000	35,000	-
Billing	80,000	80,000	-
Other Income	-	-	-
Total Revenues	**$ 11,386,865**	**$ 11,386,865**	**$ -**
Expenditures:			
Current:			
General Government	$ 8,327,965	$ 8,327,965	$ -
Capital Outlay	60,000	60,000	-
Debt Service	2,998,900	2,998,900	-
Total Expenditures	**$ 11,386,865**	**$ 11,386,865**	**$ -**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ -**	**$ -**	**$ -**

Table 7
Final Budget Versus Actual Results
General Fund

	Final Budget	Actual	Variance
Revenues:			
Property Taxes	$ 6,994,488	$ 7,093,168	$ 98,680
Sales Taxes	4,234,377	6,082,338	$ 1,847,961
Grant Income	43,000	79,266	36,266
Interest Income	35,000	126,316	91,316
Billing	80,000	-	(80,000)
Other Income	-	361,522	361,522
Total Revenues	**$ 11,386,865**	**$ 13,742,610**	**$ 2,355,745**
Final Budget Versus Actual Results			
Expenditures:			
Current:			
General Government	$ 8,327,965	$ 10,278,122	$ (1,950,157)
Pension Expense	-	1,043,231	$ (1,043,231)
Capital Outlay	60,000	2,542,714	(2,482,714)
Debt Service	2,998,900	2,998,831	69
Total Expenditures	**$ 11,386,865**	**$ 16,862,898**	**$ (5,476,033)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ -**	**$ (3,120,288)**	**$ (3,120,288)**

Final Budget versus Actual Results

The variance in **Property Tax** revenues is due to the District increasing its overall property value due to growth and new construction. Property tax revenues increased dramatically due to rapid growth in the area.
The variance in **General Government** expenditures is due to the increase in population in the WCESD # 3 service area and the expansion into 4 buildings.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At year-end, the District had $20,231,806 invested in land, equipment, trucks and building. This amount represents a $1,757,0733 net increase over the last year, which is due to asset additions minus depreciation. Building improvements and construction, and equipment, appliances and furniture were purchased.

Debt Administration

At fiscal year-end, the District had $20,664,548 in notes & leases payable for the building, fire trucks and fire equipment. This amount represents a net decrease of $3,487,869 due to principal payments. The interest rates and maturity dates vary with each separate agreement. For a breakdown of the interest rates, the principal and interest payment schedules, and the maturity dates, see Note 4 of the basic financial statements.

ECONOMIC FACTORS

The District operates solely in Williamson County and has since its inception. The District's budgeting process must continue to work as closely as possible with the Williamson County Tax Assessor's office in order to meet the financial obligations of the District.

It is important that the District is able to succeed in carrying out its day-to-day operations and continue to be able to meet its financial obligations as well. The additional building and equipment are vital to providing the best fire protection and EMT services to the citizens of the District.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Office of the Treasurer, 501 Exchange Blvd., Hutto, TX 78634.

Bill Brown, President
Williamson County Emergency Services District # 3

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

Assets:		
Current Assets:		
Cash and Cash Equivalents	$	7,199,226
Property & Sales Taxes Receivable		676,557
Total Current Assets	$	7,875,783
Non-Current Assets:		
Restricted Cash		13,871,561
Capital Assets:		
Building, Equipment & Trucks, Net of Accumulated Depreciation	$	20,231,106
Total Non-Current Assets	$	34,102,667
Total Assets	**$**	**41,978,450**
Deferred Outflows of Resources-Pension		487,554
Liabilities:		
Current Liabilities:		
Accounts Payable	$	124,959
Unearned Revenue		167,268
Payroll Taxes, Insurance, & Retirement Payable		289,382
Current Portion of Long-Term Debt		2,518,508
Total Current Liabilities	$	3,100,117
Non-Current Liabilities:		
Net Pension Liability		1,354,699
Notes, Leases and Bonds Payable	$	18,146,040
Sick & Vacation Leave payable		712,800
Total Long-Term Liabilities		20,213,539
Total Liabilities	**$**	**23,313,656**
Deferred Inflows of Resources - Pension		1,410,465
Net Position:		
Net Investment in Capital Assets	$	4,454,184
Restricted for Debt Service		2,086,935
Unrestricted		11,200,764
Total Net Position	**$**	**17,741,883**

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Functions/Programs	Expenses	Program Revenues	Net Revenue and Change in Net Position Primary Government Governmental Activities
Governmental Activities:			
General Government	$ 11,321,353	$ 13,537,028	$ 2,215,675
Interest on Long-Term Debt	480,323	-	(480,323)
Total Governmental Activities	$ 11,801,676	$ 13,537,028	$ 1,735,352
		General Revenues:	
		Unrestricted Interest Earnings	$ 126,316
		Grant Revenues	79,266
		Total General Revenues	$ 205,582
		Change in Net Position	$ 1,940,934
		Net Position - Beginning	15,800,949
		Net Position - Ending	$ 17,741,883

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

BALANCE SHEET – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2023

	General	Reserved for Fire Station, Apparatus, & Debt Service	Total Governmental Funds
Assets:			
Cash and Cash Equivalents	$ 7,199,226	$ -	$ 7,199,226
Property Taxes & Sales Tax Receivable	676,557	-	676,557
Restricted Cash	-	13,871,561	13,871,561
Total Assets	**$ 7,875,783**	**$ 13,871,561**	**$ 21,747,344**
Liabilities and Fund Balances			
Liabilities:			
Accounts Payable	$ 124,959	$ -	$ 124,959
Unearned revenue	223,380	-	223,380
Payroll Taxes, Insurance & Retirement Payable	289,382	-	289,382
Total Liabilities	**$ 637,721**	**$ -**	**$ 637,721**
Fund Balances			
Restricted for Debt Service,	$ -	$ 2,086,935	$ 2,086,935
Reserved for Apparatus		884,594	884,594
Reserved for Fire Station		9,145,795	9,145,795
Reserved for Regular		1,754,237	1,754,237
Unassigned	7,238,062	-	7,238,062
Total Fund Balances	**$ 7,238,062**	**$ 13,871,561**	**$ 21,109,623**
Total Liabilities and Fund Balances	**$ 7,875,783**	**$ 13,871,561**	**$ 21,747,344**

See accompanying notes to financial statements.

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITION OF GOVERNMENTAL ACTIVITIES
SEPTEMBER 30, 2023

Total fund balance – total governmental funds	$ 21,109,623
Amounts reported for governmental activities in the statement of net assets are different because:	
Deferred Outflows of Resources for Pensions are not recognized in Gov. Funds	$ 487,554
Capital assets used in the governmental activities are not financial resources and therefore are not reported in the funds.	$ 20,231,106
Deferred Inflows of Resources for Pensions are not recognized in Gov. Funds	$ (1,410,465)
The current portion of leases payable for capital assets is not included in governmental activities due to capital assets not being included in governmental activities.	$ (2,518,508)
Unearned property tax revenues	$ 56,112
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	$ (18,146,040)
Net Pension Liability is not recognized for governmental funds	$ (1,354,699)
Accrued vacation and sick leave payable not included in govt. funds	$ (712,800)
Net assets of governmental activities	$ 17,741,883

See accompanying notes to financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2023

	General	Fire Station, Apparatus Debt Service	Total Governmental Funds
Revenues:			
Property Taxes	$ 4,106,297	$ 2,999,013	$ 7,105,310
Sales Taxes	6,082,338		6,082,338
Plan reviews	226,977	-	226,977
Williamson County	33,514	-	33,514
Revenue Rescue	-	-	-
Inspections	2,325	-	2,325
Miscellaneous	121,596	-	121,596
Grant revenue	79,266	-	79,266
Interest Earnings	126,316	-	126,316
Total Revenues	**$ 10,778,629**	**$ 2,999,013**	**$ 13,777,642**
Expenditures:			
General Government	$ 9,492,481	$ -	$ 9,492,481
Capital Outlay	-	2,542,714	2,542,714
Debt Service:		-	-
Principal	-	2,518,508	2,518,508
Interest	-	480,323	480,323
Total Expenditures	**$ 9,492,481**	**$ 5,541,545**	**$ 15,034,026**
Net Income or (Loss)	**$ 1,286,148**	**$ (2,542,532)**	**$ (1,256,384)**
Prior Period Adjustment	$ (4,726,899)	$ (3,208,550)	$ (7,935,449)
Loan proceeds	**$ -**	**$ -**	**$ -**
Transfers	$ -	$ -	$ -
Net Changes in Fund Balances	**$ (3,440,751)**	**$ (5,751,082)**	**$ (9,191,833)**
Fund Balances - Beginning	**$ 10,678,813**	**$ 19,622,643**	**$ 30,301,456**
Fund Balances - Ending	**$ 7,238,062**	**$ 13,871,561**	**$ 21,109,623**

See accompanying notes to the financial statements.

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	$ (1,256,384)
Amounts reported for governmental activities in the statement of net assets are different because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful lives as depreciation expense. This is the amount by which capital outlay (2,542,714) exceeded depreciation (785,641) in the current period.	$ 1,757,073
Loan principal paid off in refinancing and debt principal payments	$ 2,518,508
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	
Property taxes not collected	$ 56,102
Less: Prior year	(68,244)
	$ (12,142)
Miscellaneous adjustments of differences between Govt. wide & Gov. FD	$ (22,890)
funds, but the repayment reduces long-term liabilities in the statement of net assets. Loan proceeds are subtracted with the net difference reported	$ -
Total Pension Expense is not recognized in Governmental Funds	$ (1,043,231)
	$ -
Changes in net position of governmental activities	$ 1,940,934

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Williamson County Emergency Services District No. 3 (the District) is a governmental unit of the state of Texas that was formed in November 1999. The entity is responsible for providing fire and emergency services in Williamson County, Texas. The District provides fire and emergency medical services to a certain geographic portion of Williamson County including Hutto, Texas, an incorporated city located in Williamson County. The District was created and operates under Article III, Section 48-e, of the Texas Constitution, as proposed by S.J.R. No. 37, Acts of the 70th Legislature, Regular Session, 1987, and adopted by the voters at an election held November 1999.

The District is governed by a Board of Commissioners that acts as the authoritative and legislative body of the entity. The Board of Commissioners elects officers for the following positions; President, Vice-President, Treasurer, Secretary and Vice-Treasurer. No board member receives compensation for serving on the Board.

The accompanying statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The financial statements include all organizations, activities, and functions that comprise the District. Component units are legally separate entities for which the District (the primary entity) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the organization's governing body and either (1) the District's ability to impose its will over the organization or (2) the potential that the organization will provide a financial benefit to, or impose a financial burden on, the District. Using these criteria, the District has no component units.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all of the non-fiduciary activities of the primary government.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues primarily consist of Ad Valorem taxes received from the County's appraisal district.

C. Measurement focus, basis of accounting, and financial statement presentation

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

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 31 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within thirty-one days of fiscal year-end. Under the modified accrual basis, only interest is considered to be both measurable and available at fiscal year-end. Non-exchange transactions, in which the District receives value without directly giving value in return, includes grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the District must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses/Expenditures

On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

C. Cash and Cash Equivalents

Cash and equivalents include all highly-liquid investments with a maturity of three months or less at the date of purchase. During 2022-2023, cash and cash equivalents accounts were limited to Vera Bank General, and Payroll Funds and Vera Bank Regular reserve, Apparatus reserve, Fire Station reserve, Construction and Debt Service reserve. The District at times has an amount in its depository account that exceeds the maximum amount secured by the Federal Deposit Insurance Corporation. Vera Bank collateralizes deposits by pledging securities in the District's name.

D. Restricted Assets

Restricted assets are cash and cash equivalents whose use is limited by legal requirements. Restricted cash with fiscal agent represents amounts required by debt covenant to be segregated for final year debt payment and accrued interest on the bonds. The District's Board of Directors voted to establish reserve and restricted accounts in 2010-2011 for debt service, fire station, apparatus, and regular reserve.

E. Interfund Transactions

During the course of normal operations, the District has numerous transactions between funds. Interfund transactions are generally classified as follows:

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Operating transfers are reported as "Other Financing Sources and Uses" in the governmental funds, as "Transfers In" by the recipient fund, and "Transfers Out" by the disbursing fund.

On the governmental funds balance sheet, receivables and payables resulting from short-term interfund loans are classified as "interfund loan receivables/payables." These amounts are eliminated on the statement of net assets.

F. **Capital Assets**

General capital assets generally result from expenditures in the governmental funds. These assets are reported on the government-wide statement of net assets and in the General Fund. All capital assets are recorded at cost and updated for additions and retirements during the year. The District does possess building infrastructure. Other capital assets consist of fire-fighting & EMT equipment and fire trucks. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not.

G. **Reservations of Fund Balance**

The District records reservations for portions of fund equity which are legally segregated for specific future use or which do not represent available expendable resources and therefore, are not available for appropriations or expenditures in the governmental fund balance sheet. Unreserved fund balance indicates that portion of fund equity, which is available for appropriations, in future periods. Fund equity reserves have been established for the fire station, apparatus, and regular reserve and for future debt service in the debt service fund. If restricted and unrestricted assets are available for the same purpose, then restricted assets will be used before unrestricted assets.

H. **Net Position**

Net position present the difference between assets and liabilities in the statement of net assets. Net position invested in capital assets are reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net position is reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

I. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

J. Accrued Liabilities

The District reports accrued liabilities on the statement of net position. The District reports accounts payable of $124,959, payroll taxes, insurance and retirement payable of $289,382 and $167,268 in unearned revenue during 2022-2023.

PRIOR PERIOD ADJUSTMENT – The prior year audit for September 30, 2022 had total cash overstated on page 14 in the amount of $6,585,237, total cash should have been reported as $23,523,662, and was mistakenly reported as $30,108,899 on page 14. Total cash is correctly reported as $23,523,662 on all other pages of the audit for the year ended September 30, 2022. The prior period adjustment is made on page 16 of the September 30, 2023 audit, with a total prior period adjustment of $7,935,449, which also includes an adjustment of $1,350,212 for reserved equity amounts. The only page of the September 30, 2023 Audit affected by the prior period adjustments are on page 16. The September 30, 2022 audit will be revised and restated to correct the prior period mistakes. The September 30, 2023 audit has included the effects of the prior period adjustment on this report.

NOTE 2 – TAX REVENUES

The District's tax revenue is collected by County of Williamson, Texas, (the County) under the provisions of a tax collection agreement signed November, 1999. Under the agreement, the County is responsible for making the calculations necessary for the District to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code and collecting the appropriate tax. The County periodically remits the collected taxes to the District. The agreement may be terminated by either party on written notice, but neither party has expressed an interest in terminating the agreement. The County provides the District with written reports necessary to keep the District advised of all financial information affecting the District. The District pays the County for its tax collection activity in four equal quarterly payments, which totaled $36,591 USD for 2022-2023. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The tax rate for WCESD # 3 for 2023 is $.10 per $100 valuation of property. The M&O rate for WCESD # 3 was 0.057381 and the I&S rate was 0.042619 the total adjusted original tax roll was $7,039,917 on $7,039,917,000 valuation. Property taxes receivable at 9/30/23 total $56,102 with $20,718 being current and $35,384 being delinquent. Property taxes receivable are the uncollected balance as of September 30, 2023 from the 2022-2023 property tax levy.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. Statutes require the classification of funds held by the District into three categories.

Category 1 consists of "active" funds – those funds required to be kept in "cash" or "near cash" status for immediate use by the District. Such funds must be maintained either as cash in the District Treasury or in depository accounts payable or withdrawal on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of "inactive" funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited or invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

Category 3 consists of "interim" funds – those funds not needed for immediate use, but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

- United States Treasury notes, bills, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal or interest by the United States.
- Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities

A. Deposits

At year-end the carrying amount of the District's deposits was $21,070,787 and the bank balance was $21,070,787. Federal depository insurance coverage totals $250,000. The deposits were classified as category 1, collateralized, as defined by GASB Statement 3 "Deposits with Financial Institutions, Investments and Reverse Repurchase Agreements. Securities pledged as collateral for Williamson County Emergency Services District No. 3 at September 30, 2023 totaled $25,966,918 for excess collateralization in the amount of $4,896,131.

NOTE 4 - GENERAL FIXED ASSETS

A summary of changes in general fixed assets for the year ended September 30, 2023:

	Fire Station 1,2,3 & 4	CWICS Trunking System	Apparatus & Trucks	Radio Equipment	Computers & Furniture	Totals
10/1/2022	15,960,163	159,504	3,323,115	684,495	171,308	20,298,585
Additions	2,314,480	-	208,371	7,613	12,250	2,542,714
Deletions	-	-	-	-	-	-
9/30/2023	18,274,643	159,504	3,531,486	692,108	183,558	22,841,299
Land	$ -					$ 2,357,904
Depreciation	458,110		295,134	22,586	9,811	785,641
Less: Acc. Depr.	$ 2,322,463	$ -	$ 2,140,011	$ 410,512	$ 95,111	$ 4,968,097
Total, Net	$ 15,952,180	$ 159,504	$ 1,391,475	$ 281,596	$ 88,447	$ 20,231,106

NOTE 5 – GENERAL LONG-TERM DEBT

The District has acquired buildings, vehicles and fire equipment under master governmental lease-purchase agreements dated as follows:

Note Payable to PNC Bank, dated July 21, 2020, in the amount of $1,007,756, annual payments from $117,408 to $236,920, due 1/21, including interest at 2.25%. Secured by Equipment.	$ 740,015
Note payable to PNC Bank dated July 20, 2017 in the amount of $804,681, annual payments of $91,836, matures August 20, 2025 secured by Pierce Pumper fire truck.	$ 372,142
Note payable to PNC Bank, dated April 1, 2019 in the amount of $1,556,469.50, annual payments of $182,711 and $400,900, due 4/1, matures May 1, 2027, including interest of 3.54%, secured by equipment.	$ 1,181,068
Note Payable to Zions Bank Corporation in the amount of $4,439,430, annual payments from $365,499.73 to $598,904.05 due on 2/15, interest rate of 2.2%, matures 2/15/2033.	$ 3,245,690
Note Payable to Zions Bank Corporation in the amount of $6,090,000, annual payments from $236,366.99 to $918,799.75 due on 5/15, interest rate of 2.2%, matures 2/15/2033.	$ 5,235,408
Lease payable to PNC Bank, dated October 26, 2021,in the amount of $1,229,270, annual payments from $143,102 to $260,356, interest rate of 2.85%, matures 12/26/2029	$ 1,121,225
Note Payable to Trust Bank in the amount of $1,386,000 annual payments from $264,000 to $314,000 due on 9/30, interest rate of 1.73%, matures 9/30/2026.	$ 847,000
Note Payable to ZMFU II, Inc. (Amegy Bank) in the amount of $9,118,000 annual payments from $182,000 to $1,443,000 due on 2/15, interest rate variable, matures 2/15/2037.	$ 7,922,000
Total	20,664,548

NOTE 5 – GENERAL LONG-TERM DEBT (Continued)

The debt service requirements on the above lease-purchase agreements are as follows:

Due Year Ending September 30	Principal	Interest	Total
2024	146,664	36,047	182,711
2025	151,856	30,855	182,711
2026	157,232	25,479	182,711
2027	162,798	19,913	182,711
Thereafter	562,518	21,092	583,610
Total	$ 1,181,068	$ 133,386	$ 1,314,454

Due Year Ending September 30	Principal	Interest	Total
2024	80,189	11,647	91,836
2025	82,699	9,137	91,836
2026	209,254	566	209,820
Thereafter	-	-	-
Total	$ 372,142	$ 21,350	$ 393,492

Due Year Ending September 30	Principal	Interest	Total
2024	293,450	72,054	365,504
2025	299,960	65,540	365,500
2026	306,620	58,881	365,501
2027	313,430	52,074	365,504
2028	320,390	45,116	365,506
Thereafter	1,711,840	115,677	1,827,517
Total	$ 3,245,690	$ 409,342	$ 3,655,032

NOTE 5 – GENERAL LONG-TERM DEBT (Continued)

The debt service requirements on the above lease-purchase agreements are as follows:

Due Year Ending September 30	Principal	Interest	Total
2024	354,662	115,179	469,841
2025	362,464	107,376	469,840
2026	370,438	99,402	469,840
2027	378,588	91,253	469,841
2028	452,730	82,924	535,654
Thereafter	3,316,526	280,539	3,597,065
Total	$ 5,235,408	$ 776,673	$ 6,012,081

Due Year Ending September 30	Principal	Interest	Total
2024	94,764	22,644	117,408
2025	97,663	19,745	117,408
2026	100,652	16,756	117,408
2027	103,732	13,676	117,408
2028	106,906	10,502	117,408
Thereafter	236,298	623	236,921
Total	$ 740,015	$ 83,946	$ 823,961

Due Year Ending September 30	Principal	Interest	Total
2024	113,722	29,379	143,101
2025	116,702	26,399	143,101
2026	119,760	23,341	143,101
2027	122,898	20,203	143,101
2028	126,118	16,983	143,101
Thereafter	522,025	24,532	546,557
Total	$ 1,121,225	$ 140,837	$ 1,262,062

Due Year Ending September 30	Principal	Interest	Total
2024	264,000	14,653	278,653
2025	269,000	10,086	279,086
2026	314,000	5,432	319,432
2027	-	-	-
Thereafter	-	-	-
Total	$ 847,000	$ 30,171	$ 877,171

Due Year Ending September 30	Principal	Interest	Total
2024	182,000	255,881	437,881
2025	188,000	250,002	438,002
2026	154,000	243,930	397,930
2027	416,000	238,955	654,955
2028	422,000	225,519	647,519
Thereafter	6,560,000	1,366,903	7,926,903
Total	$ 7,922,000	$ 2,581,190	$ 10,503,190

NOTE 6 – CONTINGENCIES AND SUBSEQUENT EVENTS

As of September 30, 2023, the District did not have any material pending litigation or non-disclosed liabilities.

Pensions

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

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District has the following items that qualify for reporting in this category.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

- Pension contributions after measurement date – these contributions are deferred and recognized in the following fiscal year.
- Difference in projected and actual earnings on pension assets – This difference is deferred and amortized over a closed five year period.
- Difference in expected and actual pension experience – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statements element, deferred inflows or resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has only one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, this item is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from one source: Property taxes. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Pension Plan - The Williamson County ESD # 3 participates as one of the plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas County and District Retirement System (TCDRS). The funding policy governs how the Texas County & District Retirement System (TCDRS) determines the employer contributions required to ensure that benefits provided to TCDRS members are funded in a reasonable and equitable manner. The goals of TCDRS' funding policy are to fully fund benefits over the course of employees' careers to ensure intergenerational equity, and to balance rate and benefit stability with the need for the plan funding to be reflective of current plan conditions. This policy documents the current funding policies in effect for the Dec. 31, 2018 actuarial valuation as established by state law, administrative rule and action by the TCDRS Board of Trustees (the board). The policy serves as a comprehensive funding overview and complies with the GASB reporting requirements for an agent multiple-employer plan. TCDRS funding overview TCDRS is a model for responsible, disciplined funding. TCDRS does not receive any state funding. As an agent, multiple-employer plan, each participating employer in the system funds its plan independently. A combination of three elements funds each employer's plan: employee deposits, employer contributions and investment income. • The deposit rate for employees is 4%, 5%, 6% or 7% of compensation, as

adopted by the employer's governing body. • Participating employers are required to contribute at actuarially determined rates to ensure adequate funding for each employer's plan. Employer contribution rates are determined annually and approved by the TCDRS Board of Trustees. • Investment income funds a large part of the benefits employees earn. Pursuant to state law, employers participating in the system must pay 100% of their actuarially determined required contributions on an annual basis. Each employer has the opportunity to make additional contributions in excess of its annual required contribution rate either by adopting an elected rate that is higher than the required rate or by making additional contributions on an ad hoc basis. Employers may make additional contributions to pay down their liabilities faster, pre-fund benefit enhancements and/or buffer against future adverse experience. GASB 68 Disclosure for Measurement Date December 31, 2017. Williamson County Emergency Services District #3 Texas County & District Retirement System. This work product was prepared solely for the TCDRS for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing the Milliman work product. In addition, employers annually review their plans and may adjust benefits and costs based on their local needs and budgets. Although accrued benefits may not be reduced, employers may reduce future benefit accruals and immediately reduce costs. Methodology for determining employer contribution rates The board hires independent outside consulting actuaries to conduct an annual valuation to measure the funding status and to determine the required employer contribution rate for each employer plan. In order to calculate the employer contribution rate, the actuary does the following: • Studies each employer's adopted plan of benefits and the profile of its plan participants, and uses assumptions established by the board to estimate future benefit payments. • Discounts the estimate of future benefit payments to the present based on the long-term rate of investment return to determine the present value of future benefits. • Compares the present value of future benefits with the plan's assets to determine the difference that needs to be funded based on the funding policy. The valuation of each employer plan is based on the system funding policy and the assets, benefits and participant profile of each participating employer plan. The four key components in the determination of employer contribution rates are: the actuarial cost method, amortization policy, the asset valuation method and the actuarial assumptions. Actuarial cost method TCDRS has adopted the replacement life entry age cost method, a conservative cost method and an industry standard. The goal of this cost method is to fund benefits in an orderly manner for each participant over his or her career so that sufficient funds are accumulated by the time benefit payments begin. Under this approach, benefits are funded in advance as a level percentage of pay. This portion of the contribution rate is called the normal cost rate and generally remains stable from year to year. Amortization policy The portion of the contribution

rate that funds any remaining unfunded amounts for benefits that are not covered by the normal cost is called the unfunded actuarial accrued liability (UAAL) rate. UAAL amounts occur when benefit enhancements are adopted that have not been funded in advance, or when actual investment or demographic experience varies from the actuarial assumptions (actuarial gains and losses). UAAL amounts are amortized on a level-percentage-of-covered-payroll basis over a closed period with a layered approach. The closed periods ensure all unfunded liabilities are financed over no more than 20 years from the time they occur. Each year new layers are established to amortize changes in the UAAL due to actuarial gains or losses, as well as any plan benefit changes elected by an employer for that year. Benefit enhancements are amortized over a 15-year closed period. All other changes in the UAAL are amortized over 20-year closed periods. These amortization periods are generally more conservative than those of most other public retirement plans and are stricter than the minimum amortization period required under state law. GASB 68 Disclosure for Measurement Date December 31, 2014. Williamson County Emergency Services District #3 Texas County & District Retirement System. This work product was prepared solely for the TCDRS for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing the Milliman work product. For newly participating districts that have five or fewer employees who are all within five years of retirement eligibility, any initial UAAL and any subsequent adoption of prior service credits are amortized over a five-year closed amortization period. This ensures that benefits are appropriately funded over the current generation of employees. Notwithstanding the layered approach, the total UAAL payment may not be less than the required payment obtained by amortizing the entire UAAL over a 20-year period. If a plan is overfunded, the overfunded actuarial accrued liability (OAAL) is calculated annually using a 30- year open amortization period. Asset valuation method When determining the actuarial value of assets used for measuring a plan's funded status, TCDRS smooths each year's actuarial investment gains and losses and recognizes them over a five-year period to better reflect the system's long-term investment horizons and to keep employer contribution rates more stable. As actuarial asset investment gains and losses are recognized, they become part of the actuarial gains and losses for the year and are funded according to the amortization policy. The five-year period helps stabilize employer rates while still ensuring that rates are reflective of current market conditions. In addition, the board has the ability to set aside reserves from investment earnings that are used to help offset future negative economic cycles. These reserves are held separately and are not counted as part of a participating employer's plan assets until they are passed through to employers when determined necessary by the board. Reserves help maintain rate stability for employers. In addition, reserves ensure that employers do not adopt benefit increases based on a

temporarily lower plan cost at a high point in a market cycle and, conversely, are not as pressured to immediately reduce benefit levels during a low point in a market cycle. Actuarial assumptions Demographic and economic assumptions are used to estimate employer liabilities and to determine the amount of funding required from employer contributions as opposed to investment earnings. These assumptions reflect a long-term perspective of 30 years or more. Examples of key economic assumptions include long-term investment return, long-term inflation and annual payroll increase. Demographic assumptions are the actuary's best estimate of what will happen to TCDRS members and retirees. Examples of demographic assumptions are employment termination rates, retirement rates and retiree mortality rates. A complete listing of all actuarial assumptions can be found in the annual system-wide valuation report. Oversight The board has established review policies to ensure that actuarial assumptions are appropriate and that the methodology for determining employer contribution rates is being correctly applied. Review of actuarial assumptions TCDRS' actuarial assumptions are periodically reviewed and revised as deemed necessary to reflect best estimates of future experience. Every four years, the TCDRS consulting actuary conducts an investigation of experience.

TCDRS assumptions are compared to plan experience and future expectations, and changes to GASB 68 Disclosure for Measurement Date December 31, 2022. Williamson County Emergency Services District #3 Texas County & District Retirement System This work product was prepared solely for the TCDRS for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing the Milliman work product. the assumptions are recommended as needed. The board adopts actuarial assumptions to be used in the valuation based on the results of this study. An actuarial audit of every investigation of experience is required and must be performed by an independent auditing actuary to review the consulting actuary's analysis, conclusions and recommendations for accuracy, appropriateness and reasonableness. These audits alternate between a peer review and a full replication audit of the investigation of experience. In a peer review audit of the investigation, the reviewing actuary uses the raw results of the investigation for demographic assumptions as calculated by the consulting actuary to test the conclusions and recommendations. In addition, the reviewing actuary independently analyzes economic assumptions to test the results and recommendations of the consulting actuary. The reviewing actuary also examines the consulting actuary's methods and assumptions for reasonableness and internal consistency. In a full replication audit of the investigation, in addition to performing all of the steps of a peer review, the auditing actuary fully replicates the calculation of the investigation's raw results. Review of employer contribution rates In order to test accuracy and ensure that the actuarial methods and assumptions are being

correctly applied, an audit of the valuation is required every four years. These audits are conducted by an independent reviewing actuary and alternate between a peer review and a full replication audit of the valuation. In the peer review audit of the valuation, the actuary uses a sample of participant data and TCDRS plans to test the results of the valuation. The reviewing actuary also examines the consulting actuary's methods and assumptions for reasonableness and internal consistency. In a full replication audit of the valuation, the auditing actuary performs all the steps of a peer review audit but instead of analyzing sample data and plans, the auditing actuary fully replicates the original actuarial valuation. Review and modification of funding policy The board will review this policy on a regular basis and may modify this policy at its discretion. Modifications to the policy may be submitted for consideration to the board by staff and/or outside consulting actuaries as circumstances warrant.

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2015 information for a 7-10 year time horizon. Note that the valuation assumption for long-term expected return is re-assessed at a minimum of every four years, and is set based on a 30-year time horizon; the most recent analysis was performed in 2013. See Milliman's TCDRS Investigation of Experience report for the period January 1, 2009 – December 31, 2013 for more details. (1) Target asset allocation adopted at the April 2015 TCDRS Board meeting. (2) Geometric real rates of return in addition to assumed inflation of 1.7%, per Cliffwater's 2015 capital market assumptions. (3) Includes vintage years 2006-present of Quarter Pooled Horizon IRRs. (4) Includes vintage years 2007-present of Quarter Pooled Horizon IRRs. Geometric Real Rate of Return Target (Expected minus Asset Class Benchmark Allocation(1) Inflation)(2) US Equities Dow Jones U.S. Total Stock Market Index 16.50% 5.35% Private Equity Cambridge Associates Global Private Equity & Venture Capital Index(3) 12.00% 8.35% Global Equities MSCI World (net) Index 1.50% 5.65% International Equities - Developed 50% MSCI World Ex USA (net) + 50% MSCI World ex USA 100% Hedged to USD (net) Index 11.00% 5.35% International Equities - Emerging 50% MSCI EM Standard (net) Index + 50% MSCI EM 100% Hedged to USD (net) Index 9.00% 6.35% Investment-Grade Bonds Barclays Capital Aggregate Bond Index 3.00% 0.55% High-Yield Bonds Citigroup High-Yield Cash-Pay Capped Index 3.00% 3.75% Opportunistic Credit Citigroup High-Yield Cash-Pay Capped Index 5.00% 5.54% Direct Lending Citigroup High-Yield Cash-Pay Capped Index 2.00% 5.80% Distressed Debt Citigroup High-Yield Cash-Pay Capped Index 3.00% 6.75% REIT Equities 67% FTSE NAREIT Equity REITs Index + 33% FRSE EPRA/NAREIT Global Real Estate Index 2.00%

4.00% Commodities Bloomberg Commodities Index 2.00% -0.20% Master Limited Partnerships (MLPs) Alerian MLP Index 2.00% 5.30% Private Real Estate Partnerships Cambridge Associates Real Estate Index(4) 3.00% 7.20% Hedge Funds Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index 25.00% 5.15%

Williamson County ESD # 3

Schedule of Changes in Net Pension Liability and Related Ratios Current Period

September 30, 2023

A.	**Total pension liability**	
	1. Service Cost	$ 556,667
	2. Interest (on the Total Pension Liability)	340,379
	3. Effect of Plan Changes	798,685
	4. Effect of assumption changes or inputs	-
	5. Effect of economic/demographic (gains) or losses	207,124
	6. Benefit payments, including refunds of employee contributions	(14,997)
	7. Net change in total pension liability	$ 1,887,858
	8. Total pension liability - beginning	3,929,359
	9. Total pension liability - ending	$ 5,817,217
B.	**Plan fiduciary net position**	
	1. Contributions - employer	$ 549,882
	2. Contributions - member	316,544
	3. Net investment income	(294,501)
	4. Benefit payments, including refunds of employee contributions	(14,997)
	5. Administrative Expense	(2,615)
	6. Other	123,038
	7. Net change in plan fiduciary net position	$ 677,351
	8. Plan fiduciary net position - beginning	3,785,167
	9. Plan fiduciary net position - ending	$ 4,462,518
C.	**Net pension liability [A.9-B.9]**	$ 1,354,699
D.	**Plan fiduciary net position as a percentage of the total pension liability [B.9 / A.9]**	76.71%
E.	**Covered-employee payroll**	$ 4,522,061
F.	**Net pension liability as a percentage of covered employee payroll [C / E]**	29.96%

WILLIAMSON COUNTY ESD # 3
SCHEDULE OF PENSION EXPENSE
SEPTEMBER 30, 2023

1.	Total Service Cost	$ 556,667
2.	Interest on the Total Pension Liability	340,379
3.	Current Period Benefit Changes	798,685
4.	Employee Contributions (Reduction of Expense)	(316,544)
5.	Projected Earnings on Plan Investments (Reduction of Expense)	(323,927)
6.	Administrative Expense	2,615
7.	Other Changes in Fiduciary Net Position	(123,037)
8.	Recognition of Investment gains or losses	39,786
9.	Recognition of economic/demographic gains or losses	42,869
10.	Recognition of assumption changes or inputs	25,738
12.	Total Pension Expense	$ 1,043,231

WILLIAMSON COUNTY ESD # 3
SCHEDULE OF DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES
SEPTEMBER 30, 2023

	Recognition Period (or amortization yrs)	2022 Recognized in current pension expense	Deferred Inflow in future expense	Deferred Outflow in future expense
Due to Liabilities:				
Difference in expected and actual experience [actuarial (gains) or losses]	10.0000	$ 46,604	$ -	$ 504,270
Difference in assumption changes [actuarial (gains) or losses]	10.0000	$ 6,279	$ -	$ 294,957
		$ 52,883	$ -	$ 799,227
Due to Assets:				
Difference in projected and actual earnings on pension plan investments [actuarial (gains) or losses]	5.0000	$ -	$ -	$ 223,534
		$ -	$ -	$ 223,534
Total:			$ -	$ 575,693

Deferred Outflows and Deferred Inflows of Resources, by year, to be recognized in future pension expense as follows:

	Net deferred outflows (inflows) of resources
2023	$ 89,345
2024	106,191
2025	110,138
2026	192,292
2027	68,608
Thereafter	403,304
Total	$ 969,878

Required Supplementary Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
Revenues:				
Property Taxes	$ 6,994,488	$ 6,994,488	$ 7,105,310	$ 110,822
Sales Taxes	4,234,377	4,234,377	6,082,338	$ 1,847,961
Other Income	123,000	123,000	382,087	259,087
Inspections			2,325	2,325
Grant income			79,266	79,266
Interest Earnings	35,000	35,000	126,316	91,316
Total Revenues	**$ 11,386,865**	**$ 11,386,865**	**$ 13,777,642**	**$ 2,390,777**
Expenditures:				
Current:				
General Government	$ 8,327,965	$ 8,327,965	$ 9,492,481	$ (1,164,516)
Capital Outlay	60,000	60,000	2,542,714	(2,482,714)
Debt Service	2,998,900	2,998,900	2,998,831	69
Total Expenditures	**$ 11,386,865**	**$ 11,386,865**	**$ 15,034,026**	**$ (3,647,161)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ -**	**$ -**	**$ (1,256,384)**	**$ (1,256,384)**
Net income or (Loss)	**$ -**	**$ -**	**$ (1,256,384)**	
Prior Period Adjustment		$ -	$ (7,935,449)	
Fund Balances - Beginning	**$ 12,913,316**	**$ 12,913,316**	**$ 30,301,456**	
Fund Balances - Ending	**$ 12,913,316**	**$ 12,913,316**	**$ 21,109,623**	
Capital Assets			$ 20,231,106	
	Unearned	Revenue	$ 56,112	
Long Term Debt not recognized in governmental funds			(20,664,548)	
Accrued vacation & sick leave is not recognized in govt. funds			(712,800)	
Net Pension Liability not recognized in governmental funds			$ (1,354,699)	
Deferred Inflows of Resources not recognized in govt. funds			$ (1,410,465)	
Deferred Outflows of Resources not recognized in govt. funds			$ 487,554	
		GAAP Basis Fund Balance	$ 17,741,883	

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Process

The budgetary process is prescribed by the provisions of the Texas Constitution and entails the preparation of budgetary documents within an established timeline. Legally, the Texas Constitution does not strictly impose a requirement on the District to follow the budgetary process but the District chose to follow the budgetary process. The major documents prepared are an estimated budget with revenues and expenditures. The level of budgetary control is at the object level for the District. The budget is not amended for modifications or changes during the year. All expenditures are approved by the Board beforehand.

1. Estimated Resources

As part of the District's budgetary process, the Board approves the official estimated resources. The official estimated resources state the projected revenue for the District. The estimated revenue is calculated from information from the Williamson County Appraisal District. The budget is not revised or amended for increases or decreases in estimated revenues.

2. Appropriations

Estimated appropriations are prepared for the annual budget. All appropriations, no matter how small or how large, still must be approved by the Board before remittance, whether or not they were included in the budget.

3. Budgetary Basis of Accounting

The District's budgetary process accounts for certain transactions on a basis other than GAAP. The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary process, revenues and expenditures are recognized on the cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements. See page 14 for a reconciliation between governmental funds and GAAP basis net equity fund balance.

Williamson County ESD # 3

Schedule of Changes in Net Pension Liability and Related Ratios

Last ten years (will ultimately be displayed)

Total pension liability	2015	2016	2017	2018	2019	2020	2021	2022
1. Service Cost	79,227	85,432	132,527	273,409	290,130	332,946	556,667	556,667
2. Interest (on the Total Pension Liability)	29,642	36,009	61,053	126,095	155,881	195,578	340,379	340,379
3. Effect of plan changes	(15,298)	15,180	321,803	-	-	-	-	798,685
4. Effect of assumption changes or inputs	1,774	-	(9,417)	(42,657)	-	240,761	-	207,124
5. Effect of economic/demographic	(33,847)	89,353	156,147	-	7,332	125,506	207,124	
6. Benefit payments, including refunds	1	-	-	-	(11,912)	-	(14,997)	(14,997)
7. Net change in total pension liability	61,499	225,974	662,113	356,847	441,431	894,791	1,089,173	1,887,858
8. Total pension liability - beginning	333,734	395,233	621,207	1,283,320	1,640,167	2,081,598	2,976,389	4,065,562
9. Total pension liability - ending	395,233	621,207	1,283,320	1,640,167	2,081,598	2,976,389	4,065,562	5,953,420
Plan fiduciary net position								
1. Contributions - employer	49,109	58,947	106,889	230,778	243,483	322,242	549,882	549,882
2. Contributions - members	44,645	56,247	97,172	129,755	155,509	207,325	316,544	316,544
3. Net investment income	(4,464)	30,415	84,710	(11,786)	197,886	187,498	(294,501)	(294,501)
4. Benefit payments, including refunds	1	(1)	-	-	(11,912)	-	(14,997)	(14,997)
5. Administrative Expense	(263)	(331)	(564)	(970)	(1,375)	(1,855)	(2,615)	(2,615)
6. Other	(32)	9,045	2,729	10,826	13,504	15,849	123,038	123,037
Net change in plan fiduciary net position	88,996	154,322	290,936	358,603	597,095	731,059	677,351	677,350
8. Plan fiduciary net position - beginning	314,541	403,537	557,859	848,795	1,207,398	1,804,493	2,535,552	3,212,903
9. Plan fiduciary net position - ending	403,537	557,859	848,795	1,207,398	1,804,493	2,535,552	3,212,903	3,890,253
Net pension liability [A.9-B.9]	(8,304)	63,348	434,525	432,769	277,105	440,837	852,659	2,063,167
Plan fiduciary net position as a percentage of the total pension liability [B.9 / A.9]	102.10%	89.80%	66.14%	73.61%	86.69%	85.19%	79.03%	65.34%
Covered-employee payroll	892,897	1,120,079	1,619,531	1,853,636	2,221,561	2,961,785	3,629,300	4,522,061
Net pension liability as a percentage of covered employee payroll [C / E]	-0.93%	5.66%	26.83%	23.35%	12.47%	14.88%	23.49%	45.62%

Williamson County ESD # 3

Schedule of Contributions

Last 10 Fiscal Years (will ultimately be displayed)

September 30, 2023

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actually Determined Contribution	549,882	377,447	322,242	243,483	230,778	106,889	58,692	$ 49,109	$ 45,835
Contributions in relation to the actuarially determined contribution	549,882	377,447	322,242	243,483	230,778	106,889	58,947	49,109	45,835
									-
Contribution deficiency (excess)									-
Covered employee payroll	4,522,061	3,629,300	2,961,785	2,221,561	1,853,636	1,619,531	1,120,079	892,897	818,490
Contributions as a percentage of covered employee payroll	45.62%	23.49%	14.88%	12.47%	23.35%	6.60%	5.30%	5.50%	5.60%
Noes to Schedule of Contributions									
Valuation Date determined			12/31/2022						
Notes									
Valuation Date:									

Notes	Actuarially determined contribution rates are calculated as of December 31 and become effective in January.
Methods and Assumptions Used to Determine Contribution Rates:	
Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed.
Remaining Amortization Period	19.2 years
Asset Valuation Method	5 Year Smoothed Market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7% average over career including inflation
Investment Rate of Return	7.5%, net of administrative & investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the RP-2014 Healthy Annuitant Mortality Table for males, and 110% of the RP-2014 Healthy Annuitant Mortality table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.
Other Information:	2015: New inflation, mortality and other assumptions were reflected. 2017. New mortality assumptions were reflected.
Changes in Plan Provisions	2015 & 2016 - No changes in plan provisions are reflected in the Schedule of Employer Contributions.
Reflected in the schedule	2017. Employer contributions reflect that the member contribution rate was increased to 6% and the current service matching rate was increased to 175% for future benefits. Also, new annuity purchase rates were reflected for benefits earned after 2017.

D L A
The Accounting Firm
of
Donald L. Allman, CPA

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Williamson County ESD # 3

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County ESD # 3, as of and for the year ended September 30, 2023 and the related notes to the financial statements, which collectively comprise Williamson County ESD # 3's basic financial statements, and have issued our report thereon dated December 8, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson County ESD # 3's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Williamson County ESD # 3's internal control. Accordingly, we do not express an opinion on the effectiveness of Williamson County ESD # 3's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County ESD # 3's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA, PC

Georgetown, TX
December 8, 2023

Williamson County
Emergency Service District No. 4
Liberty Hill Fire Department
www.libertyhillfire.org

October 10, 2024

Bill Gravel, Jr., Williamson County Judge
Cynthia Long, Williamson County Precinct 2 Commissioner

Williamson County ESD No. 4's standard procedure has been to engage different auditors every 5-7 years. We feel that this ensures the accuracy and performance of the auditors. This year we chose to utilize the services of Maxwell Locke & Ritter.

During the course of the District's FY 2023 audit several deficiencies were identified in the previous (FY 2022) audit to include a mismatched Trial Balance and Asset Records which had not been correctly updated.

It is uncertain if the trial balance discrepancy was a result of an accounting error committed by the previous auditor or if it was a result of different methodologies used to complete the audit. Asset records shown in the FY 2022 audit were incomplete resulting in a discrepancy in the District's assets as well as the depreciation schedule.

Unfortunately, the deficiencies in the FY 2022 audit caused a delay in the submission of the FY 2023 audit. We apologize for the delay, but the District's Board of Commissioners feel that the FY 2023 audit is a much more thorough and accurate representation of the District's financial position.

Our priority is to provide the District's Taxpayers and Government Officials with an accurate and thorough audit to ensure their confidence in the trust given to us.

Thank you,

Dan Clark, Board President
Williamson County Emergency Services District No. 4

301 Main Street Liberty Hill, Texas 78642 Office (512) 515-5165 - Fax (512) 778-6418

Williamson County
Emergency Services District No. 4
Liberty Hill Fire Department
www.libertyhillfire.org

May 20, 2024

Williamson County Commissioners Court
710 Main Street
Georgetown, Texas 78626

To: Judge Bill Gravell, Jr.

Re: Annual Financial Report for Year End of September 30, 2023

Williamson County Emergency Services District No. 4 would like to request a 30-day extension for filing of the annual audit report due on June 1, 2024.

According to Texas Health and Safety Code 775.082(d)- "The commissioners court, on application made to the commissioners court by the district, may extend up to an additional 30 days the deadline for filing the audit report."

As of May 31, 2024, the Districts' contracted auditor is in the process of completing the audit, however it has not been finalized. The District would like to apologize for any inconvenience this may cause.

Thank you,

Dan Clark, President
Williamson County ESD No. 4

ML&R

Williamson County Emergency Services District No. 4

Financial Statements as of and for the Year Ended September 30, 2023 and Independent Auditors' Report

MAXWELL LOCKE & RITTER LLP | Accounting & Advisory

AUSTIN 401 Congress Avenue, Suite 1100, Austin, TX 78701
ROUND ROCK 411 West Main Street, Suite 300, Round Rock, TX 78664

MLRPC.COM

Williamson County Emergency Services District No. 4

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Independent Auditors' Report

To the Board of Commissioners of
Williamson County Emergency Services District No. 4:

Opinions

We have audited the financial statements of the governmental activities and the General Fund of Williamson County Emergency Services District No. 4 (the "District"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the General Fund of the District as of September 30, 2023, the respective changes in financial position, and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of changes in net pension liability (asset) and related ratios, the schedule of District contributions, and the notes to required supplementary information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Maxwell Locke & Ritter LLP

Austin, Texas
October 9, 2024

In accordance with Governmental Accounting Standards Board ("GASB") Statement No. 34, the management of Williamson County Emergency Services District No. 4 (the "District") offers the following narrative on the financial performance of the District as of and for the year ended September 30, 2023. Please read it in connection with the District's financial statements that follow.

For purposes of GASB Statement No. 34, the District is considered a special purpose government. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements that are prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. Government-wide statements are comprised of the Statement of Net Position and the Statement of Activities.

Overview of the Basic Financial Statements

The District's reporting is comprised of two parts:

- *Management's Discussion and Analysis* (this section)
- *Basic Financial Statements*
  - *Statement of Net Position and Governmental Fund Balance Sheet*
  - *Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes in Fund Balance*
  - *Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - General Fund*
  - *Notes to Basic Financial Statements*

Other required supplementary information is also included.

The *Statement of Net Position and Governmental Fund Balance Sheet* includes a column (titled "General Fund") that represents a balance sheet prepared using the modified accrual basis of accounting. The adjustments column converts those balances to a balance sheet that more closely reflects a private-sector business. Over time, increases or decreases in the District's net position will indicate financial health.

The *Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes in Fund Balance* includes a column (titled "General Fund") that derives the change in fund balance resulting from current year revenues, expenditures, and other financing sources or uses. These amounts are prepared using the modified accrual basis of accounting. The adjustments column converts those activities to full accrual, a basis that more closely represents the income statement of a private-sector business.

The *Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - General Fund* presents a comparison statement between the District's adopted budget to its actual results.

The *Notes to Basic Financial Statements* provide additional information that is essential to a full understanding of the information presented in the *Statement of Net Position and Governmental Fund Balance Sheet* and the *Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes in Fund Balance*.

Required supplementary information related to the District's participation in the Texas County and District Retirement System pension plan and is presented immediately following the *Notes to Basic Financial Statements.*

The District as a Whole

The District's combined net position for the years ending September 30, 2023 and 2022 are shown in the table below. Our analysis below focuses on the net position and changes in the net position of the District's governmental activities as reported in the accrual basis of accounting.

Statement of Net Position

	9/30/2023	9/30/2022
Assets:		
Current assets	$ 17,829,926	$ 8,609,156
Capital assets, net	12,342,102	8,934,884
Total Assets	30,172,028	17,544,040
Deferred Outflows of Resources	1,046,493	812,460
Liabilities:		
Current liabilities	1,418,736	560,797
Non-current liabilities	12,009,338	6,008,358
Total Liabilities	13,428,074	6,569,155
Deferred Inflows of Resources	1,099	1,127,290
Net Position:		
Net investment in capital assets	5,053,928	2,928,951
Restricted	4,900,000	767,507
Unrestricted	7,835,420	6,963,597
Total Net Position	$ 17,789,348	$ 10,660,055

The District's total assets were $30,172,028 as of September 30, 2023. Of this amount, $12,342,102 is accounted for by capital assets. The District had outstanding liabilities of $13,428,074 as of September 30, 2023 which represents current and non-current liabilities.

The changes in net position for the respective periods are also shown in the table below.

Statement of Activities

	9/30/2023	9/30/2022
Expenses:		
Service operations	$ 5,946,171	$ 5,291,525
Depreciation	559,682	486,472
Debt service	480,972	267,323
Total Expenses	6,986,825	6,045,320
Revenues-		
General revenues	14,116,118	9,873,728
Change in Net Position	$ 7,129,293	$ 3,828,408

General revenues increased by $4,242,390 for the fiscal year ended September 30, 2023 primarily due to an increase in property tax revenue and sales tax revenue. Property taxes, including penalties and interest, generated $6,052,182 and sales taxes generated $6,943,774 in revenues. Total expenses increased by $941,505 for the fiscal year ended September 30, 2023 due to an increase in service operations and debt service expenses. Net position increased $7,129,293 for the fiscal year ended September 30, 2023 compared to an increase of $3,828,408 for the fiscal year ended September 30, 2022.

The District's Governmental Fund

At September 30, 2023, the District's governmental fund reported a fund balance of $17,341,368, which is an increase of $8,896,984 from the prior year.

General Fund Budgetary Highlights

The actual expenditures in the General Fund were $3,868,510 more than the budgeted amounts primarily due to unbudgeted capital outlay expenditures. Resources available for appropriation were $4,609,725 more than the budgeted amounts primarily due to higher sales tax revenue as compared to the budgeted amounts.

Capital Assets and Debt Administration

Capital Assets

At September 30, 2023 and 2022, the District had the following capital assets in operation:

Capital Assets at Year End

	9/30/2023	9/30/2022
Land	$ 3,077,689	$ 387,834
Construction in progress	1,094,034	-
Fire trucks and vehicles	4,183,059	4,921,161
Furniture and equipment	1,125,593	1,066,615
Buildings and improvements	5,678,081	5,484,663
Total Capital Assets	15,158,456	11,860,273
Accumulated depreciation	(2,816,354)	(2,925,389)
Total Net Capital Assets	$ 12,342,102	$ 8,934,884

More detailed information about the District's capital assets is presented in the *Notes to Basic Financial Statements.*

Debt Administration

At September 30, 2023 and 2022, the District had debt comprised of the following:

Debt at Year End

	9/30/2023	9/30/2022
Notes payable	$ 12,188,174	$ 5,949,476

More detailed information about the District's debt is presented in the *Notes to Basic Financial Statements.*

Economic Factors, Next Year's Budgets and Rates

The District's Board of Commissioners considered various factors when setting the fiscal year budget, tax rates, and necessary expenditures to be incurred in the next fiscal year's activities. The District's budgetary growth has mirrored its residential growth and economy. The fiscal year 2024 tax rate is $0.067969 per $100 of assessed valuation. The adopted budget for fiscal year 2024 for the District's governmental fund projects a fund balance increase of $1,120,382.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances and to demonstrate the District's accountability for the funds it receives. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the District at Williamson County Emergency Services District No. 4, 301 Main Street, Liberty Hill, Texas 78642, or by calling 512-515-5165.

Williamson County Emergency Services District No. 4

Statement of Net Position and Governmental Fund Balance Sheet
September 30, 2023

	General Fund	Adjustments (Note 2)	Statement of Net Position
Assets:			
Cash and cash equivalents	$ 9,422,462	-	9,422,462
Investments	2,030,000	-	2,030,000
Restricted investments	4,900,000		4,900,000
Receivables:			
Property taxes	58,811	-	58,811
Sales taxes	1,418,653	-	1,418,653
Capital assets (net of accumulated depreciation):			
Land	-	3,077,689	3,077,689
Construction in progress	-	1,094,034	1,094,034
Buildings and improvements	-	4,803,509	4,803,509
Furniture and equipment	-	499,921	499,921
Fire trucks and vehicles	-	2,866,949	2,866,949
Total assets	17,829,926	12,342,102	30,172,028
Deferred Outflows of Resources:			
Pension contributions after measurement date	-	382,625	382,625
Deferred outflows related to pension liability	-	663,868	663,868
Total deferred outflows of resources	-	1,046,493	1,046,493
Liabilities:			
Accounts payable	$ 260,634	-	260,634
Payroll liabilities payable	169,113	-	169,113
Accrued interest payable	-	210,213	210,213
Long-term liabilities:			
Due within one year	-	778,776	778,776
Due after one year	-	12,009,338	12,009,338
Total liabilities	429,747	12,998,327	13,428,074
Deferred Inflows of Resources:			
Deferred revenue - property taxes	58,811	(58,811)	-
Deferred inflows related to pension liability	-	1,099	1,099
Total deferred inflows of resources	58,811	(57,712)	1,099
Fund Balance/Net Position:			
Fund balance:			
Restricted for capital projects	4,900,000	(4,900,000)	-
Unassigned	12,441,368	(12,441,368)	-
Total fund balance	17,341,368	(17,341,368)	-
Total Liabilities, Deferred Inflows of Resources, and Fund Balance	$ 17,829,926		
Net position:			
Net investment in capital assets		5,053,928	5,053,928
Restricted		4,900,000	4,900,000
Unrestricted		7,835,420	7,835,420
Total net position		$ 17,789,348	17,789,348

The notes to financial statements are an integral part of this statement.

Williamson County Emergency Services District No. 4

Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes in Fund Balance
Year Ended September 30, 2023

	General Fund	Adjustments (Note 2)	Statement of Activities
Expenditures/expenses:			
Operating:			
Personnel	$ 5,179,309	(1,349,802)	3,829,507
Professional fees	646,744	-	646,744
Insurance	193,936	-	193,936
Appraisal district/tax collector fees	148,427	-	148,427
Office expenses	133,353	-	133,353
Fleet maintenance	105,284	-	105,284
Bunker gear	94,877	-	94,877
Travel and training	82,933	-	82,933
Building expenses	79,531	-	79,531
Utilities	51,945	-	51,945
Fire fighting equipment	31,544	-	31,544
Communications	30,510	-	30,510
Emergency medical services	24,993	-	24,993
Fire prevention	14,128	-	14,128
Miscellaneous	364,660	113,799	478,459
Capital outlay	4,080,699	(4,080,699)	-
Depreciation	-	559,682	559,682
Debt service:			
Principal payments	744,558	(744,558)	-
Interest payments	270,759	210,213	480,972
Total expenditures/expenses	12,278,190	(5,291,365)	6,986,825
General revenues:			
Property taxes, including penalties and interest	6,127,982	(75,800)	6,052,182
Sales taxes	6,943,774	-	6,943,774
Grants	165,838	-	165,838
Fire code permit fees	307,403	-	307,403
Interest income	289,813	-	289,813
Miscellaneous	357,108	-	357,108
Total general revenues	14,191,918	(75,800)	14,116,118
Total revenues	14,191,918	(75,800)	14,116,118
Other financing sources-			
Proceeds from notes payable	6,983,256	(6,983,256)	-
Total other financing sources	6,983,256	(6,983,256)	-
Excess of revenues and other financing sources over expenditures	8,896,984	(8,896,984)	-
Change in net position	-	7,129,293	7,129,293
Fund balance/net position:			
Beginning of year	8,444,384	2,215,671	10,660,055
End of year	$ 17,341,368	447,980	17,789,348

The notes to financial statements are an integral part of this statement.

Williamson County Emergency Services District No. 4

Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - General Fund
Year Ended September 30, 2023

	Original and Final Budget	Actual	Variance
Revenues:			
Property taxes, including penalties and interest	$ 5,833,393	6,127,982	294,589
Sales taxes	3,600,000	6,943,774	3,343,774
Grants	-	165,838	165,838
Fire code permit fees	118,100	307,403	189,303
Interest income	10,000	289,813	279,813
Miscellaneous	20,700	357,108	336,408
Total revenues	9,582,193	14,191,918	4,609,725
Expenditures:			
Operating:			
Personnel	4,957,397	5,179,309	(221,912)
Professional fees	228,150	646,744	(418,594)
Insurance	208,200	193,936	14,264
Appraisal district/tax collector fees	16,000	148,427	(132,427)
Office expenses	4,450	133,353	(128,903)
Fleet maintenance	57,450	105,284	(47,834)
Bunker gear	97,400	94,877	2,523
Travel and training	86,750	82,933	3,817
Building expenses	56,500	79,531	(23,031)
Utilities	71,700	51,945	19,755
Fire fighting equipment	28,050	31,544	(3,494)
Communications	45,720	30,510	15,210
Emergency medical services	27,950	24,993	2,957
Fire prevention	14,000	14,128	(128)
Miscellaneous	111,750	364,660	(252,910)
Capital outlay	1,582,893	4,080,699	(2,497,806)
Debt service:			
Principal payments	553,082	744,558	(191,476)
Interest payments	262,238	270,759	(8,521)
Total expenditures	8,409,680	12,278,190	(3,868,510)
Other financing sources-			
Proceeds from notes payable	-	6,983,256	6,983,256
Total other financing sources	-	6,983,256	6,983,256
Excess of revenues and other financing sources over expenditures	1,172,513	8,896,984	7,724,471
Fund balance:			
Beginning of year	8,444,384	8,444,384	-
End of year	$ 9,616,897	17,341,368	7,724,471

The notes to financial statements are an integral part of this statement.

1. Summary of Significant Accounting Policies

Williamson County Emergency Services District No. 4 (the "District") was created by Article III, Section 48-e of the Constitution of Texas as proposed by Senate Joint Resolution, No. 27 Acts of the 70th Legislature, Regular Session 1987, and adopted by the voters at an election held in May 2000, to protect life and property from fire and to conserve natural and human resources.

The District is empowered, among other things, to purchase, construct, operate, and maintain all works, improvements, facilities, and equipment necessary to service the citizens of its jurisdiction in all matters related to emergency and nonemergency services.

The reporting entity of the District encompasses those activities and functions over which the District's appointed officials exercise significant oversight or control. The District is governed by a five member Board of Commissioners (the "Board") which has been appointed by the Williamson County Commissioners' Court, in accordance with state law. The District is not included in any other governmental "reporting entity" as defined by the Governmental Accounting Standards Board ("GASB") since Board members have decision making authority, the power to designate management, the responsibility to significantly influence operations and primary accountability for fiscal matters. In addition, there are no component units which are included in the District's reporting entity.

Government-Wide and Fund Financial Statements

For purposes of GASB Statement No. 34, the District is considered a special purpose government. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements that are prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. Government-wide statements are comprised of the statement of net position and the statement of activities.

The government-wide financial statements report information on all of the activities of the District.

The statement of activities demonstrates the degree to which the expenses are offset by program revenues. Program revenues include charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by the District. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Sales taxes are recognized as revenues in the year in which the underlying exchange occurred. Amounts reported as program revenues include charges to customers or applicants for goods, services, or privileges provided. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Major revenue sources considered susceptible to accrual include interest income and sales taxes. No accrual for property taxes collected within sixty days of year end has been made as such amounts are deemed immaterial; delinquent property taxes at year end are reported as deferred inflows of resources.

The District reports the following major governmental fund-

> The General Fund includes financial resources used for general operations. It is a budgeted fund, and any unassigned fund balance is considered resources available for current operations.

Budgets and Budgetary Accounting

Formal budgetary integration is employed as a management control device for the General Fund. Prior to the beginning of each fiscal year, the District prepares a budget. The operating budget includes proposed expenditures and the means of financing those expenditures and is adopted on the modified accrual basis, which is consistent with generally accepted accounting principles.

Public meetings are conducted at which all interested persons' comments concerning the budget are heard. After such meetings, the Board formally adopts the budget through passage of an ordinance. The District may amend the budget throughout the year, approving such additional expenditures as may be required. All annual appropriations for the General Fund lapse at the fiscal year-end. For the year ended September 30, 2023, expenditures in the General Fund exceeded appropriations by $3,868,510. The excess expenditures were funded by greater than anticipated revenues and proceeds from notes payable in the General Fund.

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position or Equity

Cash and Cash Equivalents - The District considers all highly liquid instruments available for current use with an initial maturity of three months or less to be cash equivalents.

Investments - Temporary investments throughout the year consisted of investments in certificates of deposit. The District is entitled to invest any and all of its funds in obligations of, or guaranteed by, the United States of America or its agencies, certificates of deposit, and certain public fund investment pools. The District is authorized to invest in obligations of, or guaranteed by, government entities other than the United States of America or one of its agencies or instrumentalities, repurchase agreements, bankers' acceptances, commercial paper, and mutual funds to the extent authorized by Section 2256 of the Government Code ("Public Funds Investment Act") and only upon the Board's adoption of a separate resolution authorizing such investment. The District's investment policies and types of investments are governed by the Health and Safety Code, Chapter 775 Emergency Services Districts, Section 775.043, and the Public Funds Investment Act. The District accrues interest on temporary investments based on the terms and effective interest rates of the specific investments.

Restricted Investments - Restricted investments as of September 30, 2023 consisted of an investment in certificates of deposit purchased using funds from a note payable agreement that is restricted for future capital outlay expenditures of the District.

Ad Valorem Property Taxes - Allowances for uncollectibles within the General Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature. As of September 30, 2023, the District had no allowance for uncollectible accounts.

Capital Assets - Capital assets, which include land, construction in progress, buildings and improvements, furniture and equipment, and fire trucks and vehicles are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of at least $5,000. Such assets are recorded at historical cost if purchased or estimated acquisition value at the date of donation if donated. The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend assets' lives are not capitalized.

Capital assets (other than land and construction in progress) are depreciated using the straight-line method over the following estimated useful lives:

Asset	Years
Buildings and improvements	15-35
Furniture and equipment	5-10
Fire trucks and vehicles	15

Compensated Absences - Accrued paid time off is earned by each full-time employee at an established rate depending on length of employment. The District's policy allows for a maximum carry-over from the previous fiscal year. The full amount of accrued paid time off, subject to the maximum accrual limits, is paid upon discontinuance of employment at the discretion of the District. This liability is generally liquidated through the General Fund.

Long-Term Debt - In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities statement of net position. Issuance costs are reported as an expense in the year the costs are incurred.

In the fund financial statements, the face amount of debt issued is reported as other financing sources. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

Pensions - The fiduciary net position of the Texas County and District Retirement System ("TCDRS") has been determined using the flow of economic resources measurement focus and full accrual basis of accounting. This includes for purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, and information about assets, liabilities and additions to/deductions from TCDRS's fiduciary net position. Benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Fund Balance - The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. See Note 7 for additional information on those fund balance classifications.

Deferred Outflows and Inflows of Resources - The District complies with GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, which provides guidance for reporting the financial statement elements of deferred outflows of resources, which represent the consumption of the District's net position that is applicable to a future reporting period, and deferred inflows of resources, which represent the District's acquisition of net position applicable to a future reporting period.

The District complies with GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, which establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities. See Note 8 for additional information on deferred outflows and inflows of resources.

Fair Value Measurements - The District complies with GASB Statement No. 72, *Fair Value Measurement and Application*, which defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction. Fair value accounting requires characterization of the inputs used to measure fair value into a three-level fair value hierarchy as follows:

- Level 1 inputs are based on unadjusted quoted market prices for identical assets or liabilities in an active market the entity has the ability to access.
- Level 2 inputs are observable inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from sources independent from the entity.
- Level 3 inputs are unobservable inputs that reflect the entity's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available.

There are three general valuation techniques that may be used to measure fair value:

- Market approach - uses prices generated by market transactions involving identical or comparable assets or liabilities.
- Cost approach - uses the amount that currently would be required to replace the service capacity of an asset (replacement cost).
- Income approach - uses valuation techniques to convert future amounts to present amounts based on current market expectations.

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

2. Reconciliation of Government-Wide and Fund Financial Statements

Amounts reported for governmental activities in the statement of net position are different because:

Governmental fund total fund balance	$ 17,341,368
Capital assets used in governmental activities are not current financial resources and are therefore not reported in the governmental fund balance sheet-	
Capital assets, net of accumulated depreciation	12,342,102
Deferred tax revenue is not available to pay for current-period expenditures and, therefore, is deferred in the funds.	58,811
The following liabilities and deferred outflows and inflows of resources are not due and payable in the current period and, therefore, are not reported in the funds:	
Notes payable	(12,188,174)
Compensated absences	(66,879)
Accrued interest payable	(210,213)
Net pension liability	(533,061)
Pension contributions after measurement date	382,625
Deferred outflows related to pension liability	663,868
Deferred inflows related to pension liability	(1,099)
Total net position	$ 17,789,348

Amounts reported for governmental activities in the statement of activities are different because:

Excess of revenues and other financing sources over expenditures	$ 8,896,984
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense:	
Capital outlay	4,080,699
Loss on disposal	(113,799)
Depreciation expense	(559,682)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds-	
Change in deferred tax revenue	(75,800)
Note proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of note principal is an expenditure in the governmental funds, but the repayment reduces the long-term liabilities in the statement of net position:	
Proceeds from notes payable	(6,983,256)
Repayment of note principal	744,558
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds:	
Change in interest payable	(210,213)
Change in compensated absences	(10,422)
Pension contributions made before measurement date	(148,592)
Pension contributions made after measurement date	382,625
Adjustments for ending deferred inflows and outflows related to net pension liability	1,126,191
Change in net position	$ 7,129,293

3. Cash, Cash Equivalents and Investments

The District's deposits are required to be secured in the manner provided by law for the security of the funds. Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. As of September 30, 2023, the District had deposits of $6,083,791 that were not properly covered by Federal Deposit Insurance Corporation insurance nor secured by collateral pledged by the depository and thus were subject to custodial credit risk.

The Public Funds Investment Act authorizes the District to invest in funds under a written investment policy. The District's deposits and investments are invested pursuant to the investment policy, which is approved annually by the Board. The primary objectives of the District's investment strategy, in order of priority, are safety, liquidity, and yield.

Investments held at September 30, 2023 consisted of the following:

Type	Fair Value	Weighted Average Maturity (Days)	Standard & Poor's Rating
Certificates of Deposit	$ 6,930,000	490	N/A

Certificates of deposit are valued using level 2 inputs that are based on market data obtained from independent sources. The investments are reported by the District at fair value in accordance with GASB Statement No. 72.

Credit Risk - Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The ratings of securities by nationally recognized agencies are designed to give an indication of credit risk. At September 30, 2023, the District's investments were in certificates of deposit which are subject to custodial credit risk considerations as noted above.

Concentration of Credit Risk - Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investments in a single issuer. At September 30, 2023, all of the District's investments were with one depository institution.

4. Capital Assets

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

	Balance September 30, 2022	Additions	Retirements and Transfers	Balance September 30, 2023
Capital assets not being depreciated:				
Land	$ 387,834	2,765,689	(75,834)	3,077,689
Construction in progress	-	1,094,034	-	1,094,034
Total capital assets not being depreciated	387,834	3,859,723	(75,834)	4,171,723
Capital assets being depreciated:				
Buildings and improvements	5,484,663	36,661	156,757	5,678,081
Furniture and equipment	1,066,615	124,040	(65,062)	1,125,593
Fire trucks and vehicles	4,921,161	60,725	(798,377)	4,183,059
Total capital assets being depreciated	11,472,439	220,976	(706,682)	10,986,733
Less accumulated depreciation for:				
Buildings and improvements	(499,467)	(162,231)	(212,874)	(874,572)
Furniture and equipment	(693,981)	(76,357)	144,666	(625,672)
Fire trucks and vehicles	(1,731,941)	(321,094)	736,925	(1,316,110)
Total accumulated depreciation	(2,925,389)	(559,682)	668,717	(2,816,354)
Total capital assets being depreciated, net	8,547,050	(338,706)	(37,965)	8,170,379
Capital assets, net	$ 8,934,884	3,521,017	(113,799)	12,342,102

5. Long-Term Liabilities

Long-term liabilities transactions for the year ended September 30, 2023, are summarized as follows:

	Balance September 30, 2022	Additions	Retirements	Balance September 30, 2023	Due Within One Year
Notes payable	$ 5,949,476	6,983,256	(744,558)	12,188,174	778,776
Compensated absences	56,457	393,475	(383,053)	66,879	-
Net pension liability	141,586	391,475	-	533,061	-
Total	$ 6,147,519	7,768,206	(1,127,611)	12,788,114	778,776

Notes payable consisted of the following at September 30, 2023:

Date of Issue	Amounts of Original Issue	Maturity Date	Interest Rate	Outstanding at September 30, 2023	Due Within One Year
November 22, 2016	$ 477,995	2027	3.41%	$ 217,351	$ 50,535
November 22, 2016	172,092	2027	3.53%	78,597	18,062
February 19, 2018	4,500,000	2038	4.35%	3,695,376	179,803
June 21, 2019	300,000	2029	3.70%	193,082	29,331
February 19, 2020	258,757	2025	3.28%	108,469	53,404
July 24, 2020	1,175,018	2031	3.20%	650,056	71,837
September 30, 2021	792,777	2031	2.84%	492,805	55,016
December 21, 2021	234,357	2027	2.92%	190,148	45,502
September 28, 2022	883,765	2033	4.65%	697,156	55,368
August 7, 2023	965,134	2033	4.89%	965,134	77,127
August 7, 2023	4,900,000	2043	5.35%	4,900,000	142,791
	$ 14,659,895			$ 12,188,174	$ 778,776

The notes payable agreements were entered into by the District to finance the acquisition of land, improvements, and vehicles and are secured by ad valorem taxes, sales taxes, and the underlying capital assets acquired.

Debt service requirements to maturity for the District's notes payable are summarized as follows:

Fiscal Year	Principal	Interest	Total Requirement
2024	$ 778,776	563,719	1,342,495
2025	811,035	531,365	1,342,400
2026	787,913	497,613	1,285,526
2027	827,879	464,268	1,292,147
2028	726,152	419,460	1,145,612
2029-2033	3,680,760	1,649,595	5,330,355
2034-2038	2,839,310	888,154	3,727,464
2039-2043	1,736,349	288,356	2,024,705
Total	$ 12,188,174	5,302,530	17,490,704

6. Property Taxes

The District is authorized to levy a tax each October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located within its boundaries. Assessed values are established annually by the Williamson Central Appraisal District. District property tax revenues are recognized when levied to the extent that they are collected in the current year. The uncollected balance is reported as deferred revenue. Taxes receivable are due January 1 and are delinquent if received after January 31 and are subject to penalty and interest charges.

In August 2022, the District levied a tax rate of $0.0671 per $100 of assessed valuation to finance operating expenditures and debt service payments. The total 2022 tax levy was $6,022,646 based on a taxable valuation of $8,699,545,120.

7. Fund Balance

The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Those fund balance classifications are described below.

Nonspendable - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.

Restricted - Amounts that can be spent only for specific purposes because of constraints imposed by external providers, or imposed by constitutional provisions or enabling legislation.

Committed - Amounts that can only be used for specific purposes pursuant to approval by formal action by the Board.

Assigned - For the General Fund, amounts that are appropriated by the Board or Board designee that are to be used for specific purposes. For all other governmental funds, any remaining positive amounts not previously classified as nonspendable, restricted or committed.

Unassigned - Amounts that are available for any purpose; these amounts can be reported only in the District's General Fund.

The detail of the fund balance is included in the Governmental Fund Balance Sheet on page 9.

Fund balance of the District may be committed for a specific purpose by formal action of the Board, the District's highest level of decision-making authority. Commitments may be established, modified, or rescinded only through a resolution approved by the Board. The Board maintains the authority to assign fund balance for a specific purpose.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

8. Defined Benefit Pension Plan

Plan Description

The District provides retirement, disability, and death benefits for all of its non-temporary full-time employees through a nontraditional defined benefit pension plan administered by TCDRS. The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of nearly 850 active participating counties and districts throughout Texas. TCDRS in the aggregate issues an annual comprehensive financial report ("ACFR") on a calendar year basis. The ACFR is available upon written request from the TCDRS, Finance Division, at Barton Oaks Plaza IV, Suite 500, 901 S. Mopac Expressway, Austin, Texas 78746.

The plan provisions are adopted by the governing body of the employer, within the options available in the Texas State statutes governing TCDRS ("TCDRS Act"). Members can retire either at age 60 and above with 5 or more years of service, after 20 years of service, or when service time plus age equals 75 but must leave their accumulated contributions in the plan to receive any employer-finance benefit. Members who withdraw their personal contributions in a lump sum are not entitled to any amounts contributed by their employer.

Benefits Provided

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

Employee membership data related to the Plan, as of the valuation date of December 31, 2022, was as follows:

Retirees and beneficiaries currently receiving benefits	-
Terminated employees entitled to but not yet receiving benefits	8
Active plan members	44
Total	52

Contributions

The District has elected the annually determined contribution rate ("ADCR") plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually. The District contributed using the actuarially determined rate of 13.01% for 2023 as adopted by the governing body of the District. The employee contribution rate was 7.00%. The employee contribution rate and the employer contribution rate may be changed by the governing body of the District within the options available in the TCDRS Act. The required contribution and actual contributions for the year ended September 30, 2023 equaled $504,846.

Net Pension Liability

Actuarial Assumptions

The District's net pension liability was measured as of December 31, 2022 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The total pension liability in the December 31, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Valuation Timing	Actuarially determined contribution rates are calculated on a calendar basis as of December 31, two years prior to the end of the fiscal year in which the contributions are reported
Actuarial Cost Method	Entry Age (level of percentage of pay)
Amortization method	Level percentage of payroll, closed
Amortization period	18.6 years
Asset Valuation Method	5-year smoothed market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7% average over career including inflation
Investment Rate of Return	7.50%
Cost-of-Living Adjustments	Cost-of-Living Adjustments for the District are not considered to be automatic under GASB 68. Therefore, no assumption for future cost-of-living adjustments is included in the GASB 68 calculations. No assumption for future cost-of-living adjustments is included in the funding valuation.
Retirement Age	Between ages 40 and 74 with various rates of service retirement by gender: low of 5.3% for age 40-49 to high of 27.5% for age 65-66 for males and females
Turnover	New employees are assumed to replace any terminated members and have similar entry ages.
Mortality:	
Depositing members	135% of Pub-2010 General Employees Amount-Weighted Mortality Table for males and 120% Pub-2010 General Employees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Service retirees, beneficiaries and non-depositing members	135% of Pub-2010 General Retirees Amount-Weighted Mortality Table for males and 120% Pub-2010 General Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Disabled retirees	160% of Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for males and 125% Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

The actuarial assumptions that determined the total pension liability as of December 31, 2022 were based on the results of an actuarial experience study for the period January 1, 2017 through December 31, 2020, except where required to be different by GASB 68.

Long-Term Expected Rate of Return

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2023 information for a 10-year time horizon.

Note that the valuation assumption for long-term expected return is reassessed in detail at a minimum of every four years and is set based on a long-term horizon; the most recent analysis was performed in March 2021.

Asset Class	Benchmark	Target Allocation (1)	Geometric Real Rate of Return (Expected minus Inflation) (2)
U.S. Equities	Dow Jones U.S. Total Stock Market Index	11.50%	4.95%
Global Equities	MSCI World (net) Index	2.50%	4.95%
International Equities - Developed	MSCI World Ex USA (net) Index	5.00%	4.95%
International Equities - Emerging	MSCI Emerging Markets (net) Index	6.00%	4.95%
Investment-Grade Bonds	Bloomberg U.S. Aggregate Bond Index	3.00%	2.40%
Strategic Credit	FTSE High-Yield Cash-Pay Index	9.00%	3.39%
Direct Lending	Morningstar LSTA U.S. Leveraged Loan TR USD Index	16.00%	6.95%
Distressed Debt	Cambridge Associates Distressed Securities Index (4)	4.00%	7.60%
REIT Equities	67% FTSE NAREIT All Equity REITs Index + 33% S&P Global REIT (net) Index	2.00%	4.15%
Master Limited Partnerships (MLPs)	Alerian MLP Index	2.00%	5.30%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index (5)	6.00%	5.70%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index (3)	25.00%	7.95%
Hedge Funds	Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index	6.00%	2.90%
Cash Equivalents	90-Day U.S. Treasury	2.00%	0.20%

(1) Target asset allocation adopted at the March 2023 TCDRS Board meeting.

(2) Geometric real rates of return equal the expected return minus the assumed inflation rate of 2.30%, per Cliffwater's 2023 capital market assumptions.

(3) Includes vintage years 2006-present of Quarter Pooled Horizon internal rates of return.

(4) Includes vintage years 2005-present of Quarter Pooled Horizon internal rates of return.

(5) Includes vintage years 2007-present of Quarter Pooled Horizon internal rates of return.

Discount Rate

The discount rate used to measure the total pension liability was 7.60%. This rate reflects the long-term rate of return funding valuation assumption of 7.50%, plus 0.10% adjustment to be gross of administrative expenses as required by GASB 68. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active, inactive, and retired members. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return, and the municipal bond rate does not apply.

Changes in Net Pension Liability

Changes in the District's net pension liability for the valuation year ended December 31, 2022 are as follows:

	Total Pension Liability	Increase (Decrease) Fiduciary Net Position	Net Pension Liability (Asset)
	(a)	(b)	(a) - (b)
Balance as of December 31, 2021	$ 2,417,812	$ 2,276,226	$ 141,586
Changes for the year:			
Service cost	494,452	-	494,452
Interest on total pension liability (1)	221,332	-	221,332
Effect of plan changes (2)	-	-	-
Effect of economic/demographic gains or losses	216,812	-	216,812
Effect of assumptions changes or inputs	-	-	-
Refund of contributions	-	-	-
Benefit payments	-	-	-
Administrative expenses	-	(1,652)	1,652
Member contributions	-	223,260	(223,260)
Net investment income	-	(187,915)	187,915
Employer contributions	-	415,582	(415,582)
Other (3)	-	91,846	(91,846)
Balance as of December 31, 2022	$ 3,350,408	$ 2,817,347	$ 533,061

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

(2) No plan changes valued.

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

Sensitivity Analysis

The following presents the net pension liability (asset) of the District, calculated using the discount rate of 7.60%, as well as what the District's net pension liability (asset) would be if it were calculated using a discount rate that is 1 percentage point lower (6.60%) or 1 percentage point higher (8.60%) than the current rate.

	1% Decrease	Current Discount Rate	1% Increase
	6.60%	7.60%	8.60%
Total pension liability	$ 4,135,064	$ 3,350,408	$ 2,730,747
Fiduciary net position	2,817,347	2,817,347	2,817,347
Net pension liability / (asset)	$ 1,317,717	$ 533,061	$ (86,600)

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources

For the year ended September 30, 2023, the District recognized pension expense of $289,283. As of September 30, 2023, the deferred outflows and inflows of resources are as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 365,211	$ -
Changes of assumptions	138,997	1,099
Net difference between projected and actual earnings	159,660	-
Contributions made subsequent to measurement date	382,625	-
Total	$ 1,046,493	$ 1,099

The $382,625 reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2024. The remaining amounts currently reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

	Pension Expense Amount
Year ended September 30:	
2024	$ 81,224
2025	86,313
2026	87,158
2027	135,173
2028	57,552
Thereafter	215,349
	$ 662,769

9. Risk Management

The District is exposed to various risks of losses including property, casualty, automobile, comprehensive liability and workers' compensation. The District purchases its insurance from regular commercial companies. As of September 30, 2023, no claims or losses have been incurred that were not covered by insurance. There is no liability due to any claim or suit having been filed within the last three years.

10. Commitments and Contingencies

In April 2023, the District entered into a 10-year interlocal agreement with Williamson County for establishing housing of Williamson County Emergency Medical Services personnel in the Liberty Hill Fire Station. The County paid the District $300,000 toward construction costs of an ambulance bay and will provide any necessary improvements to the space to prepare as move-in ready. Based on the terms of the agreement, if Willamson County elects to terminate the agreement for convenience no reimbursement of the $300,000 payment will be made to Williamson County. If after five years from the date of occupancy of the station by Williamson County the District elects to terminate the agreement for convenience before the end of the initial 10-year term, the District would be required to return a pro-rata portion of the initial payment received based on the terms of the agreement. After the end of the initial 10-year term, the agreement will renew automatically for successive terms of one year.

11. Subsequent Event

The District entered into a $5,000,000 note payable on May 10, 2024. Principal and interest payments are due annually beginning on May 10, 2025 through May 10, 2044 with one additional payment on July 1, 2037. The effective interest rate of 5.301%. Per the terms of the note agreement, the District shall levy a sufficient tax on each $100 of taxable property within the District that is adequate to pay the debt service requirements of the note each year. The proceeds of this tax levy will be maintained in a Debt Service Fund created by the District.

Required Supplementary Information

Williamson County Emergency Services District No. 4

Schedule of Changes in Net Pension Liability (Asset) and Related Ratios
September 30, 2023

	Year Ended December 31, 2022*	Year Ended December 31, 2021*	Year Ended December 31, 2020*	Year Ended December 31, 2019*
Total Pension Liability				
Service cost	$ 494,452	$ 474,757	$ 339,888	$ 263,526
Interest on total pension liability	221,332	165,345	99,097	61,311
Effect of plan changes	-	-	169,069	-
Effect of assumption changes or inputs	-	26,812	161,629	-
Effect on economic/demographic (gains) or losses	216,812	55,517	52,874	65,303
Benefit payments/refunds of contributions	-	(10,710)	-	-
Net change in total pension liability	932,596	711,721	822,557	390,140
Total pension liability, beginning	2,417,812	1,706,091	883,534	493,394
Total pension liability, ending (a)	$ 3,350,408	$ 2,417,812	$ 1,706,091	$ 883,534
Fiduciary Net Position				
Employer contributions	$ 415,582	$ 298,520	$ 223,092	$ 183,311
Member contributions	223,260	196,764	185,564	152,170
Investment income net of investment expenses	(187,915)	366,010	93,731	77,685
Benefit payments/refunds of contributions	-	(10,710)	-	-
Administrative expenses	(1,652)	(1,231)	(1,034)	(685)
Other	91,846	14,117	12,182	11,611
Net change in fiduciary net position	541,121	863,470	513,535	424,092
Fiduciary net position, beginning	2,276,226	1,412,756	899,221	475,129
Fiduciary net position, ending (b)	$ 2,817,347	$ 2,276,226	$ 1,412,756	$ 899,221
Net pension liability / (asset), ending = (a) - (b)	$ 533,061	$ 141,586	$ 293,335	$ (15,687)
Fiduciary net position as a % of total pension liability	84.09%	94.14%	82.81%	101.78%
Pensionable covered payroll	$ 3,189,428	$ 2,810,921	$ 2,650,918	$ 2,173,862
Net pension liability as a % of covered payroll	16.71%	5.04%	11.07%	-0.72%

* Schedule is intended to show information for 10 years.
Additional years will be displayed as they become available.

Williamson County Emergency Services District No. 4

Schedule of District Contributions
September 30, 2023

Year Ending September 30 **	Actuarially Determined Contribution	Actual Employer Contributions	Contribution Deficiency (Excess)	Pensionable Covered Payroll *	Contribution as a % of Covered Payroll
2020	384,591	384,591	-	3,621,384	10.6%
2021	294,313	294,313	-	2,258,734	13.0%
2022	368,633	368,633	-	2,833,459	13.0%
2023	504,846	504,846	-	3,880,446	13.0%

* Payroll is calculated based on contributions as reported to TCDRS.

** Schedule is intended to show information for 10 years.
Additional years will be displayed as they become available.

1. Methods and Assumptions Used in Calculations of Actuarially Determined Contributions

The following methods and assumptions were used to determine the contributions rates:

Valuation Timing	Actuarially determined contribution rates are calculated on a calendar basis as of December 31, two years prior to the end of the fiscal year in which the contributions are reported
Actuarial Cost Method	Entry Age (level of percentage of pay)
Amortization method	Level percentage of payroll, closed
Amortization period	18.6 years
Asset Valuation Method	5-year smoothed market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7% average over career including inflation
Investment Rate of Return	7.50%
Cost-of-Living Adjustments	Cost-of-Living Adjustments for the District are not considered to be automatic under GASB 68. Therefore, no assumption for future cost-of-living adjustments is included in the GASB 68 calculations. No assumption for future cost-of-living adjustments is included in the funding valuation.
Retirement Age	Between ages 40 and 74 with various rates of service retirement by gender: low of 5.3% for age 40-49 to high of 27.5% for age 65-66 for males and females
Turnover	New employees are assumed to replace any terminated members and have similar entry ages.
Mortality:	
Depositing members	135% of Pub-2010 General Employees Amount-Weighted Mortality Table for males and 120% Pub-2010 General Employees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Service retirees, beneficiaries and non-depositing members	135% of Pub-2010 General Retirees Amount-Weighted Mortality Table for males and 120% Pub-2010 General Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Disabled retirees	160% of Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for males and 125% Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

2. Change in Assumptions

The following was a change to the actuarial assumptions or other inputs that affected measurement of the total pension liability since the prior measurement period-

- Amortization period decreased from 19.2 years to 18.6 years

Williamson County
Emergency Services District #5
Financial Statements
September 30, 2023

Williamson County Emergency Services District #5
For the Year Ending September 30, 2023

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MEDACK & OLTMANN, LLP
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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Williamson County Emergency Services District No. 5

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Williamson County Emergency Services District No. 5 as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Williamson County Emergency Services District No. 5, as of September 30, 2023, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Williamson County Emergency Services District No. 5, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Williamson County Emergency Services District No. 5's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Williamson County Emergency Services District No. 5's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

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

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of changes in net pension liability and related ratios, and schedule of employer contributions on pages 3-7 and 29-33 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Medack & Oltmann, LLP

Medack & Oltmann, LLP
Giddings, Texas
February 13, 2024

This is the discussion and analysis of the Williamson County Emergency Services District No. 5 (the District) for fiscal year ending September 30, 2023. We encourage readers to consider it in conjunction with the additional information presented in the accompanying basic financial statement and the notes to the financial statements.

Financial Highlights

- The net position of the District increased by $270,580 as a result of the current year's operations.
- As of year-end, the District's governmental fund reported an ending fund balance of $2,512,076, an increase of $380,653.

Using This Annual Report

This annual report consists of a series of financial statements. GASB Statement No. 34 provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the governmental funds in the first two columns and a total in the third column. The next column is an adjustments column, reconciling the amounts reported in the governmental funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements. For governmental activities, this last column tells how these services were financed in the short term as well as what remains for future spending. Fund financial statements report the District's operations in more detail than the government-wide statements by providing information about the District's most significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities present information about the District as a whole. These statements (as reported in the last column of each of the statements) include all of the District's assets and liabilities, utilizing the accrual basis of accounting which is similar to the accounting used by most private sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two columns report the District's net position and changes in them. The difference between assets and liabilities, net position, are one way to measure the District's financial health. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. However, other non-financial factors such as changes in the District's property tax base must also be considered in an assessment of the overall financial health of the District.

The statement of activities presents information showing how the District's net position changed during the most recent twelve-month period. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

Reporting the District's Funds

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses

fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District may establish other funds to help in control and manage money for particular purposes or to show that it is meeting its legal responsibilities for using certain taxes, grants, and other money. These funds are reported using an accounting method called the Modified Accrual accounting which measures cash and all other financial assets that can be readily converted to cash.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Because the focus of governmental funds is narrower that that of the government-wide financial statements, it is useful to compare that information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements.

The ESD maintains only one governmental fund – the General Fund. Information is presented in the Balance Sheets and in the Revenues, Expenditures, and Changes in Fund Balances.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

The District as a Whole

Governmental activities increased the Department's net position by $270,580. Our analysis below focuses on the net position (Table 1) and the changes in net position (Table 2) of the Department's governmental activities:

Table 1
Governmental Activities
Net Position

	9/30/2023	9/30/2022
Assets:		
Current Assets	2,636,004	3,118,041
Capital Assets	4,875,561	4,942,283
Total Assets	7,511,565	8,060,324
Deferred Outflows of Resources	400,132	111,667
Liabilities		
Current Liabilities	457,333	1,193,960
Long Term Liabilities	4,399,976	4,146,319
Total Liabilities	4,857,309	5,340,279
Deferred Inflows of Resources	14,210	62,114
Net Position:		
Net Investment in Capital Assets	521,619	499,907
Unrestricted	2,518,559	2,269,691
Restricted	-	-
Total Net Position	3,040,178	2,769,598

Table 2
Changes in Net Position

	9/30/2023	9/30/2022
Revenues:		
Operating Grants and Contributions	$ 39,287	$ 3,763
Property Taxes	1,977,656	1,221,830
Sales Taxes	1,991,991	1,714,862
Interlocal Agreement	12,232	20,529
Fire Recovery	13,395	18,374
Interest Income	28,322	5,965
Plan Review & Inspections	52,227	24,538
Miscellaneous	683	-
Total Revenues	**$ 4,115,793**	**$ 3,009,861**
Expenses:		
General Government	$ 3,849,213	$ 2,300,148
Total Expenses	**$ 3,849,213**	**$ 2,300,148**
Gain from Sale of Assets	$ 4,000	$ -
Change in Net Position:		
Increase (decrease) in Net Position	$ 270,580	$ 709,713
Net Position – Beginning	2,769,598	2,059,885
Net Position – Ending	**$ 3,040,178**	**$ 2,769,598**

Financial Analysis of the Government's Funds

As noted earlier, the Department uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. For the year ending September 30, 2023, the District's total fund balance was $2,512,076 which reflects an increase of $380,653.

Of all Department funds, 48.05% come from Ad Valorem taxes and 48.40% come from Sales Tax. The remaining revenues come from sources such as grants and contributions.

Budgetary Highlights

The Department's annual budget includes estimated revenues and expenditures. The annual budget is a line-item document that allows the Board of Commissioners a high degree of control over Department expenditures. Estimates of taxable value for the forthcoming year are provided by the Williamson County Tax Appraiser's Office. That estimate, combined with an estimate of historical tax collection rates for the Department is used with the proposed tax rate to estimate Ad Valorem Revenue. The District Commissioners amended the budget during the year ended September 30, 2023. Changes are reflected in the final/amended columns of the budget to actual report found on page 29.

Capital Asset and Debt Administration

Capital Assets:

At the end of the fiscal year September 30, 2023, capital assets are as follows:

Table 3
Capital Assets at Year-End

	9/30/2023	9/30/2022
Land	$ 453,990	$ 453,990
Construction-in-Progress	-	-
Vehicles	2,017,340	1,779,718
Machinery & Equipment	531,309	512,198
Buildings	3,575,897	3,535,638
Total capital assets	$6,578,536	$ 6,281,544

Depreciation expense charged to the general fund was $367,464.

More detailed information about the District's Capital Assets is presented in Note 3 of the financial statements.

Debt:

As of September 30, 2023, and 2022, the District was obligated on the following debt:

Table 4
Debt at Year-End

	9/30/2023	9/30/2022
Notes Payable	$4,337,876	$ 4,418,254
Financed Purchases	16,066	24,122
Pension Liability	287,667	-
Compensated Absences	109,363	31,703
Total	4,750,972	4,474,079

The District incurred interest expense of $139,704 for the year ending September 30, 2023, and $83,983 for the year ending September 30, 2022. More detailed information about the District's notes payable is presented in the *Notes to Basic Financial Statements.*

Currently Known Facts, Decisions, or Conditions

The district's ad-valorem tax revenue continues to increase as the district experiences a rapid growth in residential and commercial properties.

These revenues are supplemented by the addition of funds derived from the allocation of 2% sales tax in areas within our district, but that lie outside of the limits of The City of Jarrell.

The district began receiving revenues from the sales tax in April of 2017 and received an average monthly accrual of $160,220 for the fiscal year beginning October 1, 2022, and ending September 30, 2023, or $1,922,640 for the year.

The number of requests for service continues to increase yearly along with the population growth from 530 in 2015 to a pace of 1750 in 2023. This represents an increase of 350% in 8 years.

The district has developed a policy for the allocation of part of the sales tax funds received each month towards items such as monthly building payments and purchases such as additional fire apparatus, radios, and command vehicles. Additionally, WILCO ESD #5 directs a monthly allocation of $15,000 into reserve funds that are set to be maintained at no less than 3 months of full operating expense. Currently, the monthly operating expenses are roughly $200,00-$250,000 depending on the month. Reserve fund is just under $1.4M between two CD's ($520,410 @ 4.35% and $441,058 @ 5.16%) and a Money Market Fund ($432,623 @ .55%) representing a reserve of 5.6 months across these three accounts which helps prepare for the expected rising costs from growth.

In cooperation with the City of Jarrell, TX an agreement was reached between the city and the district regarding the collection of sales tax in areas of the ESD in which the City of Jarrell annexes in the future. The district will retain the sales tax collected from any existing business that lie within a newly annexed area of the city. The district and the city will equally divide the 2% sales tax revenue collected from businesses that are established following the annexation by the city.

The district added the following debt in 2023; a water truck for the purpose of aiding with the response to wildland fires at a cost of $110,000 and a command vehicle to replace an older one at a cost of $63,000 adding a yearly debt of $23,632. WCESD5 is scheduled to pay of $67,000 in debt in fiscal year 2024/2025 and another $47,000 in fiscal year 2027/2028.

The district plans, in 2023/2024 to add property for the site of our third fire station, a wildland UTV for aid in accessing difficult areas on wildland fires and a trailer to carry it in that also serves as an incident command site on remote calls. Additionally, we expect to add a used but in excellent condition engine in March of 2025 from Jollyville FD, the same organization that we purchased our current Quint from.

The staffing plan is to expand by 9-12 over next 3 years. To accomplish this, we intend to apply for a SAFER grant, the open application period for that is forthcoming for this fiscal year.

Employee benefits were improved in this budget in the form of a 6% across the board raise (COLA) for all employees except the Fire Chief, in additional to their annual scheduled 4% step raise laid out in the pay scale plan. WCESD5 also added a health benefit that includes $1644 on a health savings account debit card for all employees.

The district expects continued growth via projected housing plans of between 12-25K new builds in the next 5 years along with commercial/industrial business known to be coming to the area.

Contacting the District's Financial Management

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

Williamson County Emergency Services District #5
P.O. Box 88
Jarrell, Texas 76537

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5
GOVERNMENTAL FUND BALANCE SHEET AND
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

	General Fund	Adjustments (Note 8)	Statement of Net Position
ASSETS			
Cash	$ 2,200,705	$ -	$ 2,200,705
Taxes Receivable - Property Taxes	27,870	-	27,870
Taxes Receivable - Sales Taxes	373,344	-	373,344
Receivables-Other	1,078	-	1,078
Prepaid Expenses	33,007	-	33,007
Capital Assets (net of accumulated depreciation)	-	4,875,561	4,875,561
TOTAL ASSETS	$ 2,636,004	$ 4,875,561	$ 7,511,565
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Amounts		$ 400,132	$ 400,132
TOTAL DEFERRED OUTFLOWS OF RESOURCES		$ 400,132	$ 400,132
LIABILITIES			
Accounts Payable	$ 14,056	$ -	$ 14,056
Accrued Interest Payable	-	10,279	10,279
Accrued Payroll	82,002	-	82,002
Long Term Liabilities - Due within one year	-	350,996	350,996
Long Term Liabilities - Due after one year	-	4,399,976	4,399,976
TOTAL LIABILITIES	$ 96,058	$ 4,761,251	$ 4,857,309
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	$ 27,870	$ (27,870)	$ -
Deferred Pension Amounts	-	14,210	14,210
TOTAL DEFERRED INFLOWS OF RESOURCES	$ 27,870	$ (13,660)	$ 14,210
FUND BALANCES/NET POSITION			
Fund balances:			
Non-Spendable	33,007	(33,007)	-
Spendable	-	-	-
Unassigned	2,479,069	(2,479,069)	-
Total fund balances	2,512,076	(2,512,076)	-
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 2,636,004	$ -	
Net Position:			
Net Investment in Capital Assets		521,619	521,619
Unrestricted		2,518,559	2,518,559
Restricted		-	-
Total Net Position		$ 3,040,178	$ 3,040,178

See Accompanying Notes to the Financial Statements

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES AND STATEMENT OF ACTIVITIES
FOR THE YEAR ENDING SEPTEMBER 30, 2023

	General Fund	Adjustments (Note 8)	Statement of Activities
EXPENDITURES/EXPENSES			
Personnel Expense	$ 2,467,190	$ 131,316	$ 2,598,506
Fleet Expense	82,812	-	82,812
Repairs & Maintenance	78,588	-	78,588
Emergency Equipment/Supplies	68,940	-	68,940
Professional Fees	136,581	-	136,581
Office Expenses/Postage	6,827	-	6,827
Information Technology	51,527	-	51,527
Insurance	105,208	-	105,208
Appraisal District & Tax Collector Fees	13,093	-	13,093
Utilities	46,841	-	46,841
Communications	10,788	-	10,788
Miscellaneous	10,543	-	10,543
Personal Protective Equipment	64,527	-	64,527
Professional Development	40,803	-	40,803
Uniforms	25,992	-	25,992
Capital Outlay	321,993	(321,993)	-
Depreciation	-	367,464	367,464
Debt Service:			
Principal	326,176	(326,176)	-
Interest	139,704	469	140,173
Total Expenditures/Expenses	$ 3,998,133	$ (148,920)	$ 3,849,213
PROGRAM REVENUES			
Interlocal Agreements	$ 12,232	$ -	$ 12,232
Grants/Contributions	39,287	-	39,287
Total Program Revenues	$ 51,519	$ -	$ 51,519
Net Program Expense			3,797,694
GENERAL REVENUES			
Ad valorem taxes	$ 1,977,656	$ -	$ 1,977,656
Sales taxes	1,991,991	-	1,991,991
Fire Recovery	13,395	-	13,395
Interest Income	28,322	-	28,322
Miscellaneous	683	-	683
Plan Review & Inspections	52,227	-	52,227
Total General Revenues	$ 4,064,274	$ -	$ 4,064,274
Excess (Deficiency) of Revenues Over Expenditures	$ 117,660	$ (117,660)	$ -
OTHER FINANCING SOURCES/(USES):			
Financing Proceeds	$ 237,741	$ (237,741)	$ -
Gain/(Loss) on disposal of assets	-	4,000	4,000
Proceeds from Sale of Asset	25,252	(25,252)	-
Total Other Financing Sources/(Uses):	262,993	(258,993)	4,000
Excess (Deficiency) of Revenues and Other Sources Over Expenditures	$ 380,653	$ (376,653)	
Change in Net Position		$ 270,580	$ 270,580
Fund Balance/Net Position Beginning of the year	2,131,423	638,175	2,769,598
End of the year	$ 2,512,076	$ 528,102	$ 3,040,178

See Accompanying Notes to the Financial Statements

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements for the District have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. More significant of these accounting policies are described below.

FINANCIAL REPORTING ENTITY

Williamson County Emergency Services District #5 (hereafter referred to as the District) was formed in November 2001. With few exceptions, all powers of the District are vested in a board of commissioners (the Board), which adopts budgets and determines policies. The District receives its revenues from the Williamson County Tax Office, which collects property taxes from the county's property-owners.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The basic - but not the only - criterion for including a potential component unit with the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering whether the activity benefits the government and/or its citizens, or whether the activity is conducted within the geographic boundaries of the government and is generally available to its citizens. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the government is able to exercise oversight responsibilities. Based upon the application of these criteria, no potential component units appear to exist.

BASIS OF PRESENTATION

Basic Financial Statements

GASB sets forth minimum criteria for the determination of major funds based on a percentage of the assets, liabilities, revenues or expenditures/expenses or either fund category or governmental and enterprise combined. Due to the fund structure of the District, all funds have been classified as major funds. As a part of this Statement, there is a reporting requirement regarding the local government's infrastructure (road, bridges, etc.) The District does not own any infrastructure assets and therefore is unaffected by this requirement.

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. The reporting model focus is on either the District as a whole or major individual funds (within the fund financial statements). In the government-wide Statement of Net Position, both the governmental and business-type activities columns are presented on a consolidated basis by column, and are reflected on a full accrual, economic resources basis, which incorporates long-term assets and receivables as well as long-term debt and obligations. The District does not have any business-type activities or fiduciary activities.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

The government-wide Statement of Activities reflects both the gross and net cost per functional category which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. The program revenues must be directly associated with the function. However, the District does not have any program revenues for this fiscal period.

The net cost by function is normally covered by general revenues (intergovernmental revenues, interest income, etc). The District does not currently employ indirect cost allocation systems.

The government-wide focus is more on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The governmental fund statements are presented on a current financial resource and modified accrual basis of accounting. This presentation is deemed appropriate to (a) demonstrate legal compliance, (b) demonstrate the source and use of liquid resources, and (c) demonstrate how the District's actual experience conforms to the budget or fiscal plan.

GASB provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the governmental funds in the first two columns and a total in the third column. The next column is an adjustments column, reconciling the amounts reported in the governmental funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

Fund Accounting

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues, and expenditure/expenses. A fund is considered major if it is the primary operating fund of the District or meets the following criteria:

a. Total assets, liabilities, revenues, or expenditures/expenses of that individual governmental fund are at least 10 percent of the corresponding total for all funds of that category or type; and

b. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental fund are at least 5 percent of the corresponding total for all governmental funds combined.

The District reports the following major governmental fund – the focus of Governmental Fund measurement (in the Fund Financial Statements) is based upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income.

General Fund

The General Fund is the primary operating fund of the District. The General Fund includes financial resources used for general operations. It is a budgeted fund, and any unassigned fund balance is considered resources available for current operations.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

BASIS OF ACCOUNTING

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are presented on an accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual; i.e., when they become both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The District considers all revenues as available if they are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred.

In applying the "susceptible to accrual" concept to intergovernmental revenues pursuant to GASB Statement #33, the provider should recognize liabilities and expenses and the recipient should recognize receivables and revenues when the applicable eligibility requirements including time requirements, are met. Resources transmitted before the eligibility requirements are met, under most circumstances, should be reported as advances by the provider and deferred revenue by the recipient.

BUDGETS

The District follows these procedures in establishing the budget reflected in the financial statements:

1. Prior to the beginning of each fiscal year, the District prepares a budget. The operating budget includes proposed expenditures and the means of financing those expenditures and is prepared in accordance with the basis of accounting utilized by that fund.

2. Public meetings are conducted at which all interested persons' comments concerning the budget are heard. After such meetings, the Board of Commissioners formally adopts the budget through passage of a motion in a public meeting.

3. The District amends the budget throughout the year approving such additional expenses. The amended budget is used in presenting the Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual.

4. All annual appropriations lapse at fiscal year-end.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES

The District adopted GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position,* which provides guidance for reporting the financial statement elements of deferred outflows of resources, which represent the consumption of the District's net position that is applicable to a future reporting period, and deferred inflows of resources, which represent the District' acquisition of net position applicable to a future reporting period.

The District adopted GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities,* which establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

CASH AND CASH EQUIVALENTS

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

AD VALOREM PROPERTY TAXES

Delinquent taxes are prorated based on rated adopted for the year of the levy. Allowances for uncollectibles within the General Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature. There were no allowance for uncollectible property taxes as of September 30, 2023.

PREPAID ITEMS

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

CAPITAL ASSETS

The accounting treatment over property, plant, and equipment (capital assets) depends on whether the assets are reported in the government-wide or fund financial statements.

Government-wide Statements

In the government-wide financial statements, fixed assets are accounted for as capital assets. Property, plant, and equipment purchased or acquired is carried at historical cost or estimated historical cost. Contributed assets are recorded at the fair market value as of the date received.

Depreciation of all exhaustible capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Position. Depreciation expense is allocated over the assets' estimated useful lives using the straight-line method of depreciation.

The District currently maintains a policy of capitalizing all items that meet or exceed $5,000, individually. All items that meet this policy are capitalized. Those items that do not meet the capitalization requirements are expenses accordingly.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

The range of estimated useful lives by type of assets is as follows:

Buildings	40 years
Fire Trucks	10 years
Vehicles	10 years
Equipment	5 years

The District does not own any infrastructure assets, or any leases required to be reported under GASB 87.

Fund Financial Statements

In the fund financial statements, capital assets are accounted for as capital outlay expenditures of the governmental fund upon acquisition.

LONG-TERM DEBT

The accounting treatment of long-term debt depends on whether the assets are used in governmental fund operations and whether they are reported in the government-wide or fund financial statements.

All long-term debt to be repaid from governmental resources is reported as liabilities in the government-wide statements. The long-term debt consists of capital leases and notes payable.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as other financing sources and payment of principal and interest reported as expenditures.

EQUITY CLASSIFICATIONS

Government-Wide Statements

Equity is classified as net position and displayed in three components.

A. Net Investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction or improvements.

B. Restricted net position – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

C. Unrestricted net position – All other net position that do not meet the definition of "restricted" or "Net Investment in capital assets."

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

The District currently does not carry any restricted position.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Fund Statements

Governmental fund equity is classified as fund balance. Fund balance is further classified as non-spendable or spendable with spendable being further classified into restricted, committed, assigned or unassigned.

COMPENSATED ABSENCES

The District's policies regarding sick and vacation time permit employees to accumulate earned but unused sick and vacation leave. The liability for these compensated absences is recorded as long-term debt in the government-wide statements. As of September 30, 2023, $109,363 was accrued as a payable for paid leave.

PENSIONS

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Pension Plan and additions to/deductions from the Pension Plan's fiduciary net position have been determined on the same basis as they are reported by Texas County & District Retirement System (TCDRS). For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

ELIMINATIONS

Payments made to vendors for services that will benefit periods beyond the fiscal year-end are recorded as prepaid items on the purchase method. Prepaid items are recorded as expenditures when purchased rather than when consumed. Prepaid items are equally offset by a fund balance which indicates that they do not constitute "available spendable resources" even though they are a component of net current position.

RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District purchases its insurance from regular commercial companies. As of September 30, 2023, no claims or losses have been incurred that were not covered by insurance. There is no liability due to any claim or suit having ever been filed.

USE OF ESTIMATES

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements and the reported amounts of income and expenses during the period. Operating results in the future could vary from the amounts derived from management's estimates.

DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES

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

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

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

RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

In May 2020, the GASB issued Statement No. 96, *Subscription-Based Information Technology Arrangements*, effective for fiscal years beginning after June 15, 2022. The Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset – an intangible asset – and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. The implementation of GASB 96 did not have a material impact on the District's financial statements, the adoption did not result in a restatement of previously reported fund balance for the year ended September 30, 2023.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In June 2022, the GASB issued Statement No. 101, *Compensated Absences*, effective for fiscal years beginning after December 15, 2023. The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. Management is evaluating the effects that the full implementation of GASB Statement No. 101 will have on its financial statements for the year ended September 30, 2025.

NOTE 2: CASH

Deposits for the District are being held at Eagle Bank. As of year-end, the District's deposits exceed FDIC coverage by $1,950,705. However, securities were pledged to cover this excess (Category 2) with a market value of $2,815,495. As of September 30, 2023, the carrying amount of the District's deposits was $2,200,705 and the bank balance was $2,219,939.

The collateral pledged is represented by specific identifiable investment securities and classified as to credit risk by the three categories described below:

Category 1- Insured by FDIC or collateralized with securities held by the District or by its agent in the District's name.

Category 2- Uninsured but collateralized with securities held by the pledging institution's trust department or agent in the District's name.

Category 3- Uncollateralized.

NOTE 3: CAPITAL ASSETS

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

	Balance 10/1/2022	Additions/ Completions	Retirements/ Adjustments	Balance 9/30/2023
Non-Depreciable Assets				
Land	$ 453,990	$ -	$ -	$ 453,990
Construction in Progress	-	-	-	-
Total Non-Depreciable Assets	453,990	-	-	453,990
Depreciable Assets				
Vehicles	$ 1,779,718	$ 237,622	$ -	$ 2,017,340
Equipment	512,198	44,111	(25,000)	531,309
Building	3,535,638	40,260	-	3,575,897
Total Depreciable Assets	5,827,554	321,992	(25,000)	6,124,546
Total Assets	$ 6,281,544	$ 321,992	$ (25,000)	$ 6,578,536
Accumulated Depreciation:				
Vehicles	$ (624,559)	$ (194,881)	$ -	$ (819,440)
Equipment	(241,939)	(75,608)	3,750	(313,797)
Building	(472,762)	(96,975)	-	(569,737)
Total Accumulated Depreciation	(1,339,261)	(367,464)	3,750	(1,702,975)
Total Capital Assets, Net	$ 4,942,283	$ (45,472)	$ (21,250)	$ 4,875,561

Depreciation expense charged to the government wide statements was $367,464.

NOTE 4: PROPERTY TAXES

The District property tax is levied each October 1 on the assessed value listed as of the previous January 1 for all real property located in the District. An enforceable lien is attached to the property as of January 1. The assessed value of the roll as of January 1, 2022, upon which the 2022 levy was based, was $2,086,953,318 as certified by the Williamson County Central Appraisal District.

Taxes are due by January 31 following the October 1 levy date. The total 2022 levy was $1,954,891 and the tax rate was $0.093672 per $100 assessed valuation. Property taxes are considered fully collectible and therefore no allowance for uncollectible taxes is provided. The appraisal of property within the District is the responsibility of the Williamson County Central Appraisal District. The Appraisal District is required under the Property Tax Code to assess all property within the appraisal district on the basis of 10% of its appraisal value and is prohibited from applying any assessment ratios.

NOTE 5: DEBT

Transactions for the year ended September 30, 2023, are summarized as follows:

	Balance 9/30/2022	Additions	Reductions	Balance 9/30/2023	Due within one year
Governmental Activities:					
Notes Payable	$4,418,254	$ 237,741	$ 318,119	$4,337,876	$ 342,931
Financed Purchases	24,122	-	8,056	16,066	8,065
Total Notes Payable & Financed Purchases	$4,442,376	$ 237,741	$ 326,175	$4,353,942	$ 350,996
Pension Liability	-	287,667	-	287,667	-
Compensated Leave Payable	31,703	77,660	-	109,363	-
Total Governmental Activities	$4,474,079	$ 603,068	$ 326,175	$4,750,972	$ 350,996

Financed Purchases:

Loan Amount: $30,000
Maturity Date: January 30, 2025
Interest Rate: 3.92% annum
Payment Terms: Payments are due and payable in annual installments of $3,733 beginning January 30, 2016 and ending January 30, 2025. The financed purchase is collateralized with a vehicle, equipment, and tax revenue. The total outstanding balance as of September 30, 2023, was $6,886.

Loan Amount: $40,000
Maturity Date: January 30, 2025
Interest Rate: 3.92% annum
Payment Terms: Payments are due and payable in annual installments of $4,977 beginning January 30, 2016 and ending January 30, 2025. The financed purchase is collateralized with equipment and tax revenue. The total outstanding balance as of September 30, 2023, was $9,181.

The future debt service for the financed purchases are as follows:

Year Ending September 30	Principal	Interest	Total
2024	$8,065	$645	$8,710
2025	8,001	329	8,330
Total	$16,066	$974	$17,040

Notes Payable:

The District has a loan with Eagle Bank, a note for the fire station at a fixed rate of 3.25% with monthly payments of $7,775, maturing September 30, 2033. The balance due as of September 30, 2023, is $802,805.

NOTE 5: DEBT – continued

The District entered into a promissory note agreement with Government Capital Corporation on December 21, 2017 for $252,945 at 3.05%, maturing February 5, 2025. The note is secured by an interest in the District's ad valorem tax revenues. The balance due as of September 30, 2023, is $76,585.

The District entered into a promissory note agreement with Government Capital Corporation on December 21, 2017 for $92,791 at 3.261%, maturing February 5, 2025. The note is secured by an interest in the District's ad valorem tax revenues. The balance due as of September 30, 2023, is $28,240.

The District entered into a promissory note agreement with Government Capital Corporation on June 18, 2018 for $389,150 at 3.887%, maturing June 25, 2028. The note is secured by an interest in the District's ad valorem tax revenues. The balance due as of September 30, 2023, is $211,649.

The District entered into a promissory note agreement with Eagle Bank on July 19, 2022 for $750,000 at 3,50%, maturing July 19, 2032. This is secured by an interest in the District's ad valorem tax revenues. The balance due as of September 30, 2023, is $675,626.

The District entered into a promissory note agreement with Eagle Bank on June 17, 2021 for $616,085 at 2.75%, maturing June 17, 2042. This is a construction note for the new station and is secured by an interest in the District's ad valorem tax revenues. The balance due as of September 30, 2023, is $2,367,357.

The District entered into a promissory note agreement with Eagle Bank on June 17, 2021 for $185,500 at 4.95%, maturing June 17, 2033. This is secured by an interest in the District's ad valorem tax revenues. The balance due as of September 30, 2023, is $175,750.

The future principal payments for these notes are as follows:

Year Ending September 30	Principal	Interest	Total
2024	$ 342,931	$ 132,084	$ 475,015
2025	352,805	120,651	473,456
2026	310,510	108,936	419,446
2027	320,982	97,431	418,413
2028	330,348	86,700	417,048
2029-2033	1,459,474	285,570	1,745,044
2034-2038	702,852	113,574	816,426
2039-2043	517,974	19,416	537,390
Total	$ 4,337,876	$ 964,362	$ 5,302,238

NOTE 6: PENSION PLAN

Plan Description. Williamson County Emergency Services District #5 participates in the Texas County & District Retirement System (TCDRS), which is a statewide, agent multiple-employer, public employee retirement system.

a. A brief description of benefit terms:

1) All full- and part-time non-temporary employees participate in the plan, regardless of the number of hours they work in a year. Employees in a temporary position are not eligible for membership.

2) The plan provides retirement, disability and survivor benefits.

3) TCDRS is a savings-based plan. For the district's plan, 7% of each employee's pay is deposited into his or her TCDRS account. By law, employee accounts earn 7% interest on beginning of year balances annually. At retirement, the account is matched at an employer set percentage (current match is 250%) and is then converted to an annuity.

4) There are no automatic COLAs. Each year, the district may elect an ad hoc COLA for its retirees (if any). There are two COLA types, each limited by actual inflation.

5) Benefit terms are established under the TCDRS Act. They may be amended as of Jan. 1 each year, but must remain in conformity with the Act.

b. The district's contribution rate is calculated annually on an actuarial basis, although the employer may elect to contribute at a higher rate. The Williamson County Emergency Services District #5 contribution rate is based on the TCDRS funding policy adopted by the TCDRS Board of Trustees and must conform with the TCDRS Act. The employee contribution rates are set by the district and are currently 7%. Contributions to the pension plan from the district for 2022 are shown in the Schedule of Employer Contributions.

c. The most recent comprehensive annual financial report for TCDRS can be found at the following link, www.tcdrs.org.

Employee membership data related to the Plan, as of the valuation date of December 31, 2022, was as follows:

Members	Dec. 31, 2022	Dec. 31, 2021
Number of inactive employees entitled to but not yet receiving benefits	13	13
Number of active employees	25	21
Average monthly salary:	$4,955	$3,993
Average age:	35.80	36.53
Average length of service in years:	5.65	5.87
Inactive Employees (or their Beneficiaries) Receiving Benefits		
Number of benefit recipients:	2	1
Average monthly benefit:	$203	$79

NOTE 6: PENSION PLAN – continued

Net Pension Liability

The District's net pension liability was measured as of December 31, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions. The total pension liability in the December 31, 2022, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Valuation Timing Actuarially determined contribution rates are calculated on a calendar year basis as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.

Actuarial Cost Method Entry Age Normal

Amortization Method

Recognition of economic/demographic gains or losses
Straight-Line amortization over Expected Working Life

Recognition of assumptions changes or inputs
Straight-Line amortization over Expected Working Life

Asset Valuation Method

Smoothing period	5 years
Recognition method	Non-asymptotic
Corridor	None

Inflation 2.50%

Salary Increases The annual salary increase rates assumed for individual members vary by length of service and by entry-age group. The annual rates consist of a general wage inflation component of 3.00% (made up of 2.50% inflation and 0.5% productivity increase assumptions) and a merit, promotion and longevity component that on average approximates 1.7% per year for a career employee.

Investment Rate of Return 7.60%

Cost-of-Living Adjustments Cost-of-Living Adjustments for Williamson County Emergency Services District #5 are not considered to be substantively automatic under GASB 68. Therefore, no assumption for future cost-of-living adjustments is included in the GASB calculations. No assumption for future cost-of-living adjustments is included in the funding valuation.

Retirement Age Deferred members are assumed to retire (100% probability) at the later of: a) age 60 b) earliest retirement eligibility.
(For all eligible members ages 75 and later, retirement is assumed to occur immediately.)

Turnover New employees are assumed to replace any terminated members and have similar entry ages.

Mortality

Depositing members	135% of Pub-2010 General Employees Amount-Weighted Mortality Table for males and 120% Pub-2010 General Employees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Service retirees, beneficiaries and non-depositing members	135% of Pub-2010 General Retirees Amount-Weighted Mortality Table for males and 120% Pub-2010 General Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-20221 Ultimate scale after 2010.
Disabled retirees	160% of Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for males and 125% Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

NOTE 6: PENSION PLAN – continued

Long-Term Expected Rate of Return

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2023 information for a 10 year time horizon.

Note that the valuation assumption for long-term expected return is re-assessed at a minimum of every four years and is set based on a long-term time horizon. The TCDRS Board of Trustees adopted the current assumption at their March 2021 meeting. The assumption for the long-term expected return is reviewed annually for continued compliance with the relevant actuarial standards of practice. Milliman relies on the expertise of Cliffwater in this assessment.

Asset Class	Benchmark	Target Allocation(1)	Geometric Real Rate of Return (2)
US Equities	Dow Jones US Total Stock Market Index	11.50%	4.95%
Global Equities	MSCI World (net) Index	2.50%	4.95%
International Equities – Developed Markets	MSCI World Ex USA (net) Index	5.00%	4.95%
International Equities – Emerging Markets	MSCI Emerging Markets (net) Index	6.00%	4.95%
Investment-Grade Bonds	Bloomberg U.S. Aggregate Bond Index	3.00%	2.40%
Strategic Credit	FTSE High-Yield Cash-Pay Capped Index	9.00%	3.39%
Direct Lending	Morningstar LSTA US Leveraged Loan TR USD Index	16.00%	6.95%
Distressed Debt	Cambridge Associates Distressed Securities Index (3)	4.00%	7.60%
REIT Equities	67% FTSE NAREIT Equity REITs Index +33% S&P Global REIT (net) Index	2.00%	4.15%
Master Limited Partnerships (MLPs)	Alerian MLP Index	2.00%	5.30%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index(4)	6.00%	5.70%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index(5)	25.00%	7.95%
Hedge Funds	Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index	6.00%	2.90%
Cash Equivalents	90-Day U.S. Treasury	2.00%	0.20%

(1) Target asset allocation adopted at the March 2023 TCDRS Board meeting.
(2) Geometric real rates of return equal the expected return for the asset class minus the assumed inflation rate of 2.3% per Cliffwater's 2023 capital market assumptions.
(3) Includes vintage years 2005-present of Quarter Pooled Horizon IRRs.
(4) Includes vintage years 2007-present of Quarter Pooled Horizon IRRs.
(5) Includes vintage years 2006-present of Quarter Pooled Horizon IRRs.

NOTE 6: PENSION PLAN – continued

Net Pension Liability / (Asset)

Net Pension Liability / (Asset)	**December 31, 2022**	**December 31, 2021**
Total pension liability	$981,039	$432,283
Fiduciary net position	693,372	534,641
Net pension liability / (asset)	287,667	(102,358)
Fiduciary net position as a % of total pension liability	70.68%	123.68%
Pensionable covered payroll[1]	$1,336,438	$850,181
Net pension liability as a % of covered payroll	21.52%	(12.04%)

The total pension liability was determined by an actuarial valuation as of the valuation date, calculated based on the discount rate and actuarial assumptions below.

Note: Rounding differences may exist above or in other tables in this report.
(1) Payroll is calculated based on contributions as reported to TCDRS.

Discount Rate		
Discount rate[2]	7.60%	7.60%
Long-term expected rate of return, net of investment expense[2]	7.60%	7.60%
Municipal bond rate[3]	Does not apply	Does not apply

(2) This rate reflects the long-term rate of return funding valuation assumption of 7.50%, plus 0.10% adjustment to be gross of administrative expenses as required by GASB 68.

(3) The plan's fiduciary net position is projected to be available to make all projected future benefit payments of current active, inactive, and retired members. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return, and the municipal bond rate does not apply.

NOTE 6: PENSION PLAN – continued

Changes in Net Pension Liability / (Asset)

Changes in Net Pension Liability/(Asset)	Total Pension Liability (a)	Fiduciary Net Position (b)	Net Pension Liability/(Asset) (a) – (b)
Balances as of December 31, 2021	$432,283	$534,641	$(102,358)
Changes for the year:			
Service cost	101,456		101,456
Interest on total pension liability[1]	40,301		40,301
Effect of plan changes[2]	349,668		349,668
Effect of economic/demographic gains or losses	64,395		64,395
Effect of assumptions changes or inputs	0		0
Refund of contributions	(5,136)	(5,136)	0
Benefit payments	(1,928)	(1,928)	0
Administrative expenses		(406)	406
Member contributions		93,551	(93,551)
Net investment income		(46,695)	46,695
Employer contributions		93,551	(93,551)
Other[3]	0	25,794	(25,794)
Balances as of December 31, 2022	$981,039	$693,372	$287,667

(1) Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.
(2) Reflected plan changes adopted effective in 2023.
(3) Relates to allocation of system-wide items.

Sensitivity Analysis

The following presents the net pension liability of the district, calculated using the discount rate of 7.60%, as well as what the ESD net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate.

	1% Decrease 6.60%	Current Discount Rate 7.60%	1% Increase 8.60%
Total Pension Liability	$1,234,534	$981,039	$784,394
Fiduciary Net Position	693,372	693,372	693,372
Net pension liability/(asset)	$541,162	$287,667	$91,022

NOTE 6: PENSION PLAN – continued

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

Deferred Inflows/Outflows of Resources

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	$13,761	$67,016
Changes of assumption	449	31,448
Net difference between projected and actual earnings	0	40,938
Contributions made subsequent to measurement date	N/A	260,730
Totals	$14,210	$400,132

The $260,730 reported as deferred outflows of resources related to pension resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2023. The remaining amounts currently reported as deferred outflows of resources related to pensions will be recognized in pension expenses as follows:

Year ended September 30:	
2024	$16,318
2025	17,593
2026	17,641
2027	28,870
2028	9,872
Thereafter(1)	34,898

(1) Total remaining balance to be recognized in future years, if any. Note that additional future deferred inflows and outflows of resources may impact these numbers.

Payable to the Pension Plan

At September 30, 2023, the District reported a payable of $36,412 for the outstanding amount of employer and employee contributions to the pension plan required for the year ended September 30, 2023.

NOTE 7: FUND BALANCE CLASSIFICATION

The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Those fund balance classifications are described below.

Non-spendable - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.

NOTE 7: FUND BALANCE CLASSIFICATION – continued

Restricted - Amounts that can be spent only for specific purposes because of constitutional provisions, or enabling legislation, or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed - Amounts that can only be used for specific purpose pursuant to approval by formal action by the Board. The Board is the highest level of decision-making authority for the District. Commitments may be established, modified, or rescinded only through resolutions approved by the Board.

Assigned - For the General Fund, amounts that are appropriated by the Board or Board designee that are to be used for specific purposes. For all other governmental funds, any remaining positive amounts not previously classified as non-spendable, restricted, or committed.

Unassigned - Amounts that are available for any purpose; these amounts can be reported only in the District's General Fund.

The detail of the fund balance is included in the Governmental Funds Balance Sheet on page 10.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

As of September 30, 2023, the District has not adopted a minimum fund balance policy.

The Health & Safety Code has established that the Board of Commissioners as being the highest official body authorized to assign fund balance amounts for specific purposes. This authorization or removal of such authorization is generally achieved by a resolution of the Board.

NOTE 8: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS

Differences between the Governmental Fund Balance Sheet and the Statement of Net Position:

The differences (as reflected in the adjustments column) primarily result from the long-term economic resources focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheet.

When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net position includes those capital assets among the assets of the District as a whole.

Cost of capital assets	$6,578,536
Accumulated Depreciation	(1,702,975)
	$4,875,561

The statement of net position includes as Deferred Outflows of Resources amounts that are permitted to be recognized as part of pension expense over a period of years in the governmental funds.

Deferred Outflows of Resources	$400,132

NOTE 8: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS – continued

Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due.

Accrued interest payable	$10,279

Long-term liabilities applicable to the district's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities – both current and long-term—are reported in the statement of net position.

Due within one year	$350,996
Due after one year	4,399,976

Taxes receivable are offset by deferred revenues in the governmental funds and thus are not included in fund balance.

Deferred revenue	$(27,870)

Certain liabilities are not due and payable in the current period and therefore are not reported in the funds.

Deferred Inflows of Resources	$14,210

Differences between the Governmental Fund Operating Statement and the Statement of Net Activities:

The differences (as reflected in the adjustments column) arise primarily from the long-term economic resources focus of the statement of activities versus the current financial resources focus of the governmental funds.

Some expenses reporting the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Adjustment for Compensated Leave	$77,660
Adjustment for Pension Liability/Asset	390,025
Change in Deferred Inflows/Outflows related to Pension	(336,369)
	$131,316

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital Outlay	$(321,993)
Depreciation Expense	367,464

Repayment of capital lease obligations is reported as an expenditure in governmental funds. For the District as a whole, however, the principal payments reduce the liabilities in the statement of net position and do not result in an expense in the statement of activities.

Payment of Principal	$(326,176)

Interest expense in the statement of activities differs from the amount reported in governmental funds because additional accrued interest was calculated for capital lease obligations.

Change in Accrued interest	$469

NOTE 8: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS – continued

The issuance of long-term debt provides current financial resources to governmental funds; however, this has no effect on net position. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Financing proceeds	$(237,741)

In the statement of activities, only the gain or loss on the sale of equipment is reported, whereas in the governmental funds, the proceeds from the sale increase financial resources. Thus, the change in net position differs from the change in fund balance by the cost of the equipment less any accumulated depreciation.

Gain/(Loss) from disposal of assets	$4,000
Proceeds from sale of asset	(25,252)

NOTE 9: COMMITTMENT

During the fiscal year, the District entered into an agreement with Heritage Broadband to lease antenna space on the District's tower, in exchange, Heritage Broadband will provide the District will free internet service. The term of the agreement is for 30 years and is expected to begin during the fiscal year ending September 30, 2024.

NOTE 10: DATE OF MANAGEMENT'S REVIEW

Management has evaluated all subsequent events for disclosure and/or recognition through the date of the Independent Auditor's Report, which is the date the financial statements were available to be issued. No events occurred that would impact the financial statements.

NOTE 11: SUBSEQUENT EVENT

On January 19, 2024, the District purchased property for the future construction of a fire station for $809,159. This purchase was financed with a loan in the amount of $800,000 at an interest rate of 5%, maturing in January 2044.

Required Supplementary Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
BUDGET TO ACTUAL COMPARISON - GENERAL FUND
FOR THE YEAR ENDING SEPTEMBER 30, 2023

	Budget			
	Original	Final	Actual Amounts	Variance Favorable/ (Unfavorable
REVENUES				
Ad valorem taxes	$ 1,493,172	$ 1,955,436	$ 1,977,656	22,220
Sales taxes	1,600,000	1,600,000	1,991,991	391,991
Fire Recovery	15,000	15,000	13,395	(1,605)
Interest Income	-	-	28,322	28,322
Plan Review & Inspections	30,200	30,200	52,227	22,027
Interlocal Agreements	20,000	20,000	12,232	(7,768)
Miscellaneous	100	100	683	583
Grants/Contributions	-	-	39,287	39,287
TOTAL REVENUES	$ 3,158,472	$ 3,620,736	$ 4,115,793	495,057
EXPENDITURES/EXPENSES				
Personnel Expense	$ 2,164,566	$ 2,480,645	$ 2,467,190	13,455
Supplies-Fleet	137,700	121,500	82,812	38,688
Supplies-Emergency Equipment	46,042	49,800	68,940	(19,140)
Maintenance	88,100	110,860	78,588	32,272
Professional Fees	153,000	183,000	136,581	46,419
Office Expense/Postage	7,300	7,300	6,827	473
Information Technology	52,500	55,368	51,527	3,841
Insurance	147,500	142,785	105,208	37,577
Appraisal District & Tax Collector Fees	9,000	13,300	13,093	207
Utilities	52,250	51,650	46,841	4,809
Communications	19,000	20,500	10,788	9,712
Miscellaneous	18,750	32,350	10,543	21,807
Personal Protective Equipment	44,000	65,200	64,527	673
Professional Development	39,000	42,895	40,803	2,092
Uniforms	29,300	29,300	25,992	3,308
Capital Outlay	15,000	750,000	321,993	428,007
Debt Issue Costs	-	-	-	-
Debt Service:				
Principal	304,850	327,355	326,176	1,179
Interest	129,128	139,822	139,704	118
TOTAL EXPENDITURES/EXPENSES	$ 3,456,986	$ 4,623,630	$ 3,998,133	625,497
Excess (Deficiency) of Revenues Over Expenditures	(298,514)	(1,002,894)	117,660	- 1,120,554
OTHER FINANCING SOURCES/(USES):				
Financing Proceeds	$ -	$ -	$ 237,741	$ 237,741
Proceeds from Sale of Asset	-	-	25,252	25,252
Total Other Financing Sources/(Uses):	$ -	$ -	$ 262,993	$ 262,993
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES and OTHER SOURCES/(USES)	(298,514)	(1,002,894)	380,653	1,383,547
Net Change in Fund Balance	$ (298,514)	$ (1,002,894)	$ 380,653	
Beginning of the year			2,131,423	
End of the year			$ 2,512,076	

Williamson County Emergency Services District #5
Schedule of Changes in Net Pension Liability and Related Ratios

	Year Ended December 31									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Total Pension Liability										
Service cost	101,456	92,948	67,171	57,308	19,185	17,677	12,952	16,088	18,202	N/A
Interest on total pension liability	40,301	30,211	21,181	16,009	7,364	5,488	2,778	2,131	723	N/A
Effect of plan changes	349,668	-	-	-	44,933	-	(215)	(1,239)	-	N/A
Effect of assumption changes or inputs	-	13,426	27,226	-	-	(785)	-	166	-	N/A
Effect of economic/demographic (gains) or losses	64,395	(8,378)	1,757	(5,364)	6,534	1,296	6,518	(8,041)	17	N/A
Benefit payments/refunds of contributions	(7,064)	(949)	(13,001)	(14,897)	(4,134)	-	-	-	-	N/A
Net change in total pension liability	548,756	127,258	104,334	53,056	73,882	23,676	22,033	9,105	18,943	N/A
Total pension liability, beginning	432,285	305,027	200,693	147,637	73,755	50,079	28,046	18,943	-	N/A
Total pension liability, ending (a)	981,041	432,285	305,027	200,693	147,637	73,755	50,079	28,046	18,943	N/A
Fiduciary Net Position										
Employer contributions	93,551	59,513	59,895	34,049	11,418	7,353	8,708	7,224	7,060	N/A
Member contributions	93,551	59,513	60,279	47,669	19,901	12,900	10,793	8,757	8,558	N/A
Investment income net of investment expenses	(46,695)	85,581	20,584	18,017	(1,251)	8,308	2,407	(178)	62	N/A
Benefit payments/refunds of contributions	(7,064)	(949)	(13,001)	(14,897)	(4,134)	-	-	-	-	N/A
Administrative expenses	(406)	(289)	(240)	(150)	(88)	(56)	(26)	(18)	(6)	N/A
Other	25,794	3,435	3,191	2,315	818	271	1,349	(2)	-	N/A
Net change in fiduciary net position	158,731	206,804	130,708	87,003	26,664	28,776	23,231	15,783	15,673	N/A
Fiduciary net position, beginning	534,642	327,838	197,130	110,127	83,463	54,687	31,456	15,673	-	N/A
Fiduciary net position, ending (b)	693,373	534,642	327,838	197,130	110,127	83,463	54,687	31,456	15,673	N/A
Net pension liability / (asset), ending = (a) - (b)	287,668	(102,357)	(22,811)	3,563	37,510	(9,708)	(4,608)	(3,410)	3,270	N/A
Fiduciary net position as a % of total pension liability	70.68%	123.68%	107.48%	98.22%	74.59%	113.16%	109.20%	112.16%	82.74%	N/A
Pensionable covered payroll	1,336,438	850,181	861,123	680,979	497,513	322,512	269,821	218,921	213,948	N/A
Net pension liability as a % of covered payroll	21.52%	-12.04%	-2.65%	0.52%	7.54%	-3.01%	-1.71%	-1.56%	1.53%	N/A

Williamson County Emergency Services District #5
Schedule of Employer Contributions

Year Ending September 30	Actually Determined Contribution	Actual Employer Contibution	Contribution Deficiency (Excess)	Pensionable Covered Payroll	Actual Contribution as a % of Covered Payroll
2014	**	**	**	**	**
2015	7,060	7,060	-	213,948	3.3%
2016	72	72	-	218,921	3.3%
2017	8,688	8,708	(20)	269,821	3.2%
2018	7,353	7,353	-	322,512	2.3%
2019	11,393	11,418	(25)	497,513	2.3%
2020	24,924	34,049	(9,125)	680,979	5.0%
2021	28,417	59,895	(31,478)	861,123	7.0%
2022	24,145	59,513	(35,368)	850,181	7.0%
2023	54,928	93,551	(38,623)	1,336,438	7.0%

Williamson County Emergency Services District No. 5
Notes to the Schedule of Employer Contributions
For the year ending September 30, 2023

Valuation Date:	Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.
Methods and assumptions used to determine contribution rates:	
Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	0.4 (based on contribution rate calculated in 12/31/2022 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7% average over career including inflation.
Investment rate of Return	7.50%, net of investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the Pub-2010 General Retirees Table for males and 120% of the Pub-2010 General Retirees Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions	2015: New inflation, mortality and other assumptions were reflected. 2017: new Mortality assumptions were reflected. 2019: New inflation, mortality and other assumptions were reflected. 2022: New investment return and inflation assumptions were reflected.
Changes in Plan Provisions Reflected in the Schedule	2015: No changes in plan provisions were reflected in the Schedule. 2016: No changes in plan provisions were reflected in the Schedule. 2017: New Annuity Purchase Rates were reflected for benefits earned after 2017 2018: No changes in plan provisions were reflected in the Schedule. 2019: Employer contributions reflect that the member contribution rate was increase to 7%. 2020: No changes in plan provisions were reflected in the Schedule. 2021: No changes in plan provisions were reflected in the Schedule. 2022: No changes in plan provisions were reflected in the Schedule.

**Only changes that affect the benefit amount and that are effective 2015 and later are shown in the Notes to Schedule.*

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

AUDITED FINANCIAL STATEMENTS

AND SUPPLEMENTAL SCHEDULES

AND INDEPENDENT AUDITOR'S REPORT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

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The Accounting Firm
of
Donald L. Allman, CPA

Independent Auditor's Report

To the Board of Directors
Williamson County Emergency Services District No. 6

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County Emergency Services District No. 6 as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County ESD No. 6 as of September 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, on pages 3 – 10 and 26 - 27 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report date, March 4, 2024 on our consideration of the Williamson County ESD # 6's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Williamson County ESD # 6's internal control over financial reporting and compliance

Donald L. Allman, CPA

Georgetown, Texas
March 4, 2024

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Our discussion and analysis of the Williamson County Emergency Services District No. 6's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2023. Please review it in conjunction with the transmittal letter and the District's basic financial statements, which begin on page 11.

FINANCIAL HIGHLIGHTS

Total net position increased $154,320 which represents a net gain from 2022.

The District had $374,435 in expenses related to governmental activities with $408,428 in program revenues to cover the cost of these programs. The excess revenues were kept to increase the cash balance and unrestricted net position.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 11-12) provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 13. These statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most financially significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities
Our analysis of the District as a whole begins on page 11. One of the most important questions asked about the District's finances is "Is the District as a whole better off or worse as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer that question.

These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in them. You can think of the District's net position, the difference between assets, what the District owns, and liabilities, what the District owes, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's jurisdiction, the availability of capital projects, and continuing local governmental support to assess the overall health of the District.

Reporting the District's Most Significant Funds Major Funds

Fund Financial Statements -General

Our analysis of the District's major funds begins on page 13. The Fund financial statements begin on page 13 and provide detailed information about the most significant funds-not the District as a whole. Some funds are required to be established by State law. The District only has governmental funds.

Governmental Funds: The District's services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in a reconciliation beside the fund financial statements, if applicable.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 17-36 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents budget to actual statements and schedules which can be found on pages 38-39 of this report.

THE DISTRICT AS A WHOLE

The District's total net position changed from a year ago, increasing from $1,015,832 to $1,170,152. Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the District's governmental activities.

Table 1
Summary of Net Position

	2023	2022	$ Change	% Change
Cash and Current Assets	$ 693,641	$ 502,076	$ 191,565	38.2%
Property Taxes Rec.	126,257	134,527	$ (8,270)	-6.1%
Capital Assets	540,254	379,229	161,025	42.5%
Total Assets	$ 1,360,152	$ 1,015,832	$ 344,320	33.9%
Current Liabilities	$ 34,284	$ -	$ 34,284	0.0%
Long-Term Obligations	155,716	-	155,716	0.0%
Total Liabilities	$ 190,000	$ -	$ 190,000	0.0%
Net Position:				
Net Investment in Capital Assets	$ 350,254	$ 379,229	$ (28,975)	-7.6%
Restricted	44,064	-	44,064	0.0%
Unrestricted	775,834	636,603	139,231	21.9%
Total Net Assets	$ 1,170,152	$ 1,015,832	$ 154,320	15.2%

Net position of the District's activities increased 354% or $154,320. Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – increased from $636,603 to $775,834 by the end of fiscal year 2023.
Table 2 compares the 2023 change in net position to the 2022 change in net position.

Table 2
Summary of Changes in Net Position for 2023
Compared With 2022 Activity

	2023	2022	$ Change	% Change
Program Revenues:				
Property Taxes	$ 484,035	$ 395,900	$ 88,135	22.3%
Wilco Revenues	6,054	12,406	(6,352)	-51.2%
Wilco Grant	-	-	-	
Interest & Investment Income	1,239	122	1,117	915.6%
Total Revenues	$ 491,328	$ 408,428	$ 82,900	20.3%
Program Expenses:				
General Government	$ 337,008	$ 374,435	$ 37,427	-10.0%
Other (Income)/Expense	-	-	-	
Total Expenses	$ 337,008	$ 374,435	$ 37,427	-10.0%
Net Position				
Increase / (Decrease)	$ 154,320	$ 33,993	$ 120,327	354.0%

Table 3 presents the cost of each of the District's programs as well as each program's net cost (total cost less revenues generated by activities). The net cost shows the financial burden that was placed on the District by each of these functions.

Table 3
Governmental Activities

	Total Cost of Services		Net Cost of Services	
	2023	2022	2023	2022
General Government	$ 337,008	$ 374,435	$ 337,008	$ 374,435
Other Expense	-	-	-	-
Total Expenses	$ 337,008	$ 374,435	$ 337,008	$ 374,435

THE DISTRICT'S FUND'S

Table 4
Change In Year End Fund Balance

	2023	2022	$ Change	% Change
Net Investment in Capital Assets	$ 350,254	$ 379,229	$ (28,975)	-7.6%
Restricted	44,064	-	44,064	
Unrestricted	775,834	636,603	139,231	21.9%
Total Governmental Balances	$ 1,170,152	$ 1,015,832	$ 154,320	15.2%

The 7.6% decrease in Net Investment in Capital Assets balance is due to depreciation. Restricted net position increased $44,064 due to the new loan.

The 21.9% increase in the Unrestricted fund balance can be attributed to more income.

Table 5 presents a summary of governmental fund revenues for the 2023 fiscal year and the amounts and percentages of increases and decreases in relation to the prior year.

Table 5
Total Governmental Fund Revenues

	2023	% of Total	Increase or (Decrease) Over 2022	% Increase / (Decrease)
Revenue Source				
Property taxes	484,035	98.5%	88,135	22.3%
Grant income	-	0.00%	-	100.0%
Wilco Income	6,054	1.2%	(6,352)	-51.2%
Investment Income	1,239	0.3%	1,117	915.6%
Total	$ 491,328	100.0%	$ 82,900	20.3%

Table 6 presents the General Fund budget and the difference between the original budget and final budget for fiscal year 2023. Table 7 discusses the variance between the final budget and the actual results for the year.

Table 6
Original and Final Budget

	Budgeted Amounts	
	Original	**Final**
Revenues:		
Property Taxes	$ 486,685	$ 486,685
Wilco Income	6,054	6,054
Interest Income	1,172	1,172
Grant income	-	-
Total Revenues	**$ 493,911**	**$ 493,911**
Expenditures:		
Debt Service	-	-
Contracts for EMS & Firefighting	$ 315,000	$ 315,000
Insurance	6,000	6,000
Utilities	13,498	13,498
Interest expense	-	
Communications	-	-
Equipment	49,592	49,592
Office expenses	2,201	2,201
Repairs & maintenance	-	-
Salaries and payroll	27,668	27,668
County Tax Assessor Collector	2,533	2,533
Audit & Legal fees	55,980	55,980
Miscellaneous	5,339	5,339
Training & other expenses	1,100	1,100
Total Expenditures	**478,911**	**478,911**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 15,000**	**$ 15,000**

Original versus Final Budget
There were no material differences between original and final budgeted amounts for 2023.

Table 7
Original and Final Budget

	Budgeted Amounts Final	Actual
Revenues:		
Property Taxes	$ 486,685	$ 492,305
Wilco Income	6,054	6,054
Interest Income	1,172	1,239
Grant income	-	-
Total Revenues	**$ 493,911**	**$ 499,598**
Expenditures:		
Building Station expenses	-	17,775
Contracts for EMS & Firefighting	$ 315,000	$ 100,000
Insurance	6,000	31,827
Utilities	13,498	10,914
Interest expense	-	-
Communications	-	-
Equipment	49,592	49,592
Office expenses	2,201	2,201
Repairs & maintenance	-	4,035
Salaries and payroll	27,668	34,354
County Tax Assessor Collector	2,533	2,330
Audit & Legal fees	55,980	53,984
Miscellaneous	5,339	-
Training & other expenses	1,100	1,100
Depreciation		-
Total Expenditures	**478,911**	**308,112**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 15,000**	**$ 191,486**

Final Budget versus Actual Results
The variance in **Property Tax** revenues is due to the District increasing its overall property value due to growth and new construction.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At year-end, the District had $1,136,678 invested in equipment, trucks and computers. The net amount is $540,254 and represents a $161,025 net increase over the last year, which is due to new assets.

Debt Administration

At fiscal year-end, the District had $190,000 in notes payable for equipment This amount represents a net increase of $190,000.

ECONOMIC FACTORS

The District operates solely in Williamson County and has since its inception. Almost 97% of the District's revenue comes from property taxes. The District's budgeting process must continue to work as closely as possible with the Williamson County Tax Assessor's office in order to meet the financial obligations of the District.

It is important that the District is able to succeed in carrying out its day-to-day operations and continue to be able to meet its financial obligations as well. The additional apparatus and equipment are vital to providing the best fire protection and EMT services to the citizens of the District.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Office of the Treasurer, P.O. Box 53, Weir, TX 78674.

Mike Keller, Treasurer
Williamson County Emergency Services District # 6

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 6
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

Assets:		
Current Assets:		
Cash and Cash Equivalents	$	693,641
Property Taxes Receivable		126,257
Total Current Assets	$	819,898
Non-Current Assets:		
Capital Assets:		
Building, Equipment &	$	540,254
Total Non-Current Assets	$	540,254
Total Assets	**$**	**1,360,152**
Liabilities:		
Current Liabilities:		
Accounts Payable	$	-
Unearned Revenue-Property Taxes		-
Payroll Taxes, Insurance & Retirement Paya		-
Current Portion of Long-Term Debt		34,284
Total Current Liabilities	$	34,284
Non-Current Liabilities:		
Notes & Leases Payable	$	155,716
Total Liabilities	**$**	**190,000**
Net Position:		
Net Investment in Capital	$	350,254
Restricted for Debt Service,		44,064
Unrestricted		775,834
Total Net Position	**$**	**1,170,152**

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Functions/Programs	Expenses	Program Revenues	Net Revenue and Change in Net Position Primary Governmental Activities
Governmental Activities:			
General Government	337,008	$ 484,035	$ 147,027
Other Income/Expense	-	-	-
Total Governmental Activities	$ 337,008	$ 484,035	$ 147,027

General Revenues:		
Unrestricted Interest Earnings	$	1,239
Wilco Revenues		6,054
Total General Revenues	$	7,293
Change in Net Position	$	154,320
Net Position - Beginning		1,015,832
		-
Net Position - Ending	$	1,170,152

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

BALANCE SHEET – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2023

	General	Total Governmental Funds
Assets:		
Cash and Cash Equivalents	$ 693,641	$ 693,641
PropertyTaxes Receivable	126,257	$ 126,257
Total Assets	**$ 819,898**	**$ 819,898**
Liabilities and Fund Balances		
Liabilities:		
Accounts Payable	$ -	$ -
Unearned Revenue Property Tax	126,257	126,257
Payroll Taxes, Insurance & Retirement Payable	-	-
Total Liabilities	**$ 126,257**	**$ 126,257**
Fund Balances		
Nonspendable	$ -	$ -
Restricted		
Unassigned	693,641	693,641
Total Fund Balances	**$ 693,641**	**$ 693,641**
Total Liabilities and Fund Balances	**$ 819,898**	**$ 819,898**

See accompanying notes to financial statements.

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITITON OF GOVERNMENTAL ACTIVITIES
SEPTEMBER 30, 2023

Total fund balance – total governmental funds	$	693,641
Amounts reported for governmental activities in the statement of net assets are different because:		
Capital assets used in the governmental activities are not financial resources and therefore are not reported in the funds.	$	540,254
The current portion of property taxes receivable is not included in governmental activities due to receivables not being included in governmental activities.	$	126,257
Unearned Revenues are not reported in governmental funds	$	-
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	$	(190,000)
Net position of governmental activities	$	1,170,152

See accompanying notes to financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2023

	General	Total Governmental Funds
Revenues:		
Property Taxes	$ 492,305	$ 492,305
Wilco Revenues	6,054	6,054
Grant income	-	-
Interest Earnings	1,239	1,239
Total Revenues	**$ 499,598**	**$ 499,598**
Expenditures:		
Current:		
General Government	$ 258,081	$ 258,081
Capital Outlay	49,952	49,952
Debt Service:		
Principal	-	-
Interest	-	-
Total Expenditures	**$ 308,033**	**$ 308,033**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 191,565**	**$ 191,565**
Other Expenses	**$ -**	**$ -**
Net Changes in Fund Balances	**$ 191,565**	**$ 191,565**
Fund Balances - Beginning	**$ 502,076**	**$ 502,076**
Fund Balances - Ending	**$ 693,641**	**$ 693,641**

See accompanying notes to the financial statements.

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Net change in fund balance - total governmental funds		$ 191,565
Amounts reported for governmental activities in the statement of net assets are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful lives as depreciation expense. This is the amount by which depreciation (78,927) was more than capital outlays (49,952) in the current period.		$ (28,975)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		
	Property taxes not collecte	$ 126,257
	Less: Prior year	134,527
	Balance	$ (8,270)
Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets.		$ -
Deferred tax revenues not included in governmental funds		$ -
Changes in net position of governmental activities		$ 154,320

See accompanying notes to the financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Williamson County Emergency Services District No. 6 (the District) is a governmental unit of the State of Texas that was formed in September of 1995. The entity is responsible for providing fire and emergency services in Williamson County, Texas. The District provides fire and emergency medical services to a certain geographic portion of Williamson County including Weir, Texas, an unincorporated area located in Williamson County. The District was created and operates under Article III, Section 48-3, of the Texas Constitution for the protection of human life and health as provided by that Act. The District's operations are governed by the Texas Health and Safety Code, Chapter 775 Emergency Services Districts.

The accompanying statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The financial statements include all organizations, activities, and functions that comprise the District. Component units are legally separate entities for which the District (the primary entity) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the organization's governing body and either (1) the District's ability to impose its will over the organization or (2) the potential that the organization will provide a financial benefit to, or impose a financial burden on, the District. Using these criteria, the District has no component units.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the non-fiduciary activities of the primary government.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues primarily consist of Ad Valorem taxes received from the County's appraisal district.

C. Measurement focus, basis of accounting, and financial statement presentation

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

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 31 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within thirty-one days of fiscal year-end. Under the modified accrual basis, only interest is considered to be both measurable and available at fiscal year-end. Non-exchange transactions, in which the District receives value without directly giving value in return, includes grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the District must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses/Expenditures

On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

C. Cash and Cash Equivalents

Cash and equivalents include all highly-liquid investments with a maturity of three months or less at the date of purchase. During 2023, cash and cash equivalents accounts were limited to the First Texas Bank checking account, and a First Texas Bank savings account.

D. Restricted Assets

Williamson County ESD # 6 has restricted funds of $44,064 for debt service in the next fiscal year.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. **Capital Assets**

General capital assets generally result from expenditures in the governmental funds. These assets are reported on the government-wide statement of net position and in the General Fund. All capital assets are recorded at cost and updated for additions and retirements during the year. The District does possess building infrastructure. Other Capital assets consist of computers, trucks and fire trucks. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not.

F. Reservations of Fund Balance

The District currently does not have any reservations of fund balance amounts.

G. Net Position

Net position present the difference between assets and liabilities in the statement of net position. Net Investment in capital assets are reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net assets are reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

H. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

I. Accrued Liabilities

The District reports accrued liabilities on the statement of net position. The District reports accounts payable of $0 during 2023.

NOTE 2 – TAX REVENUES

The District's tax revenue is collected by County of Williamson, Texas, (the County) under the provisions of a tax collection agreement signed September, 1995. Under the agreement, the County is responsible for making the calculations necessary for the District to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code and collecting the appropriate tax. The County periodically remits the collected taxes to the District. The agreement may be terminated by either party on written notice, but neither party has expressed an interest in terminating the agreement. The County provides the District with written reports necessary to keep the District advised of all financial information affecting the District. Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. The District pays the County for its tax collection activity in four quarterly payments, which totaled $2,533 USD for 2023. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The tax rate for WCESD # 6 for 2023 is $.08 per $100 valuation of property. The total adjusted original tax roll was $484,035 on $605,0430,750 valuation. Property taxes receivable at 9/30/23 total $126,257 with $4,036 being current and $122,221 being delinquent.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. Statutes require the classification of funds held by the District into three categories.

Category 1 consists of "active" funds – those funds required to be kept in "cash" or "near cash" status for immediate use by the District. Such funds must be maintained either as cash in the District Treasury or in depository accounts payable or withdrawal on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of "inactive" funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited or invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

Category 3 consists of "interim" funds – those funds not needed for immediate use, but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

- United States Treasury notes, bills, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal or interest by the United States.
- Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities

A. Deposits

At year-end the carrying amount of the District's deposits was $693,641 and the bank balance was $693,641. $693,641 was with First Texas Bank. Federal depository insurance coverage totals $500,000. The deposits were fully covered by FDIC insurance and collateralization.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 4 - GENERAL FIXED ASSETS

A summary of changes in general fixed assets for the year ended September 30, 2023:

Property & Equipment	At 9/30/23
Land	75,000
Fire Truck	476,914
Pumper Tank	158,400
Trucks	129,171
Computers	20,694
Equipment	272,599
Fence	3,900
Accumulated Depreciation	(596,424)
Net Property & Equipment	540,254

Depreciation expense for the year ended 9/30/23 was $78,927.

NOTE 5 – GENERAL LONG-TERM DEBT

Williamon County ESD # 6 had long-term debt as of September 30, 2023 of $190,000, payable to Cadence Equipment Finance on December 29 in the amount of annual payments of $44, 064, for 5 years with an interest rate of 5.03%.

Due Year Ending September 30	Principal	Interest	Total
2024	$ 34,284	$ 9,780	$ 44,064
2025	36,049	8,016	44,065
2026	37,904	6,160	44,064
2027	39,856	4,209	44,065
2028	41,907	2,157	44,064
Total	190,000	30,322	220,322

NOTE 6 – CONTINGENCIES

As of September 30, 2023, the District did not have any material pending litigation or potential non-disclosed liabilities.

Required Supplementary Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) GENERAL FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues:				
Property Taxes	$ 486,685	$ 486,685	$ 492,305	$ 5,620
Other Income	-	-	-	-
Wilco Income	5,000	5,000	6,054	1,054
Investment Earnings	-	-	1,239	1,239
Total Revenues	**$ 491,685**	**$ 491,685**	**$ 499,598**	**$ 7,913**
Expenditures:				
Current:				
General Government	$ 478,911	$ 478,911	$ 258,081	$ 220,830
Capital Outlay	-	-	49,952	(49,952)
Debt Service	-	-	-	-
Total Expenditures	**$ 478,911**	**$ 478,911**	**$ 308,033**	**$ 170,878**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 12,774**	**$ 12,774**	**$ 191,565**	**$ 178,791**
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Sources (Uses)	**$ 12,774**	**$ 12,774**	**$ 191,565**	
Fund Balances - Beginning	**$ 502,076**	**$ 502,076**	**$ 502,076**	
Fund Balances - Ending	**$ 514,850**	**$ 514,850**	**$ 693,641**	

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Process

The budgetary process is prescribed by the provisions of the Texas Constitution and entails the preparation of budgetary documents within an established timeline. Legally, the Texas Constitution does not strictly impose a requirement on the District to follow the budgetary process but the District chose to follow the budgetary process. The major documents prepared are an estimated budget with revenues and expenditures. The level of budgetary control is at the object level for the District. The budget is not amended for modifications or changes during the year. All expenditures are approved by the Board beforehand.

1. Estimated Resources

As part of the District's budgetary process, the Board approves the official estimated resources. The official estimated resources state the projected revenue for the District. The estimated revenue is calculated from information from the Williamson County Appraisal District. The budget is not revised or amended for increases or decreases in estimated revenues.

2. Appropriations

Estimated appropriations are prepared for the annual budget. All appropriations, no matter how small or how large, still must be approved by the Board before remittance, whether or not they were included in the budget.

3. Budgetary Basis of Accounting

The District's budgetary process accounts for certain transactions on a basis other than GAAP. The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary process, revenues and expenditures are recognized on the cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements. See page 14 for a reconciliation between governmental funds and GAAP basis net equity fund balance.

The Accounting Firm of Donald L. Allman, CPA

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Williamson County ESD # 6

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County ESD # 6 as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise Williamson County ESD # 6's basic financial statements, and have issued our report thereon dated March 4, 2024.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson County ESD # 6's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Williamson County ESD # 6's internal control. Accordingly, we do not express an opinion on the effectiveness of Williamson County ESD # 6's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County ESD #6's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA, PC

Georgetown, TX
March 4, 2024

Williamson County
Emergency Services District No. 7
Financial Statements
September 30, 2023

Williamson County Emergency Services District No. 7
For the Year Ending September 30, 2023

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MEDACK & OLTMANN, LLP
CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS
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PROFESSIONAL STAFF
Ashton McGonagle

MEMBERS
American Institute of Certified Public Accountants
Texas Society of Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Williamson County Emergency Services District No. 7

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Williamson County Emergency Services District No. 7 as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Williamson County Emergency Services District No. 7, as of September 30, 2023, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Williamson County Emergency Services District No. 7, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Williamson County Emergency Services District No. 7's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Williamson County Emergency Services District No. 7's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

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

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of changes in net pension liability and related ratios, and schedule of employer contributions on pages 3-7 and 29-33 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Medack & Oltmann, LLP

Medack & Oltmann, LLP
Giddings, Texas
March 15, 2024

As management of the Williamson County Emergency Services District #7 (the District), we are pleased to offer readers of the District's financial statements this narrative overview and analysis of the District's financial activities for the year ended September 30, 2023. We encourage readers to consider it in conjunction with the additional information presented in the accompanying basic financial statements and the notes to the financial statements.

Financial Statements

- The net position of the District increased by $1,777,476. Net position at year end consisted of net investment in capital assets of $1,661,585 and unrestricted net position of $3,820,008, for a total of $5,481,593.
- Total revenues from all sources were $3,540,489 which represents an increase of $741,359 from the prior year.
- Total expenditures from operations were $1,761,807 which was an increase of $471,756 from the prior year.
- As of September 30, 2023, the District's governmental fund reported an ending fund balance of $3,817,632, an increase of $1,497,739 from the prior fiscal year.

Using this Annual Report

This annual report presents the following three components of the financial statements:

1. Government-wide financial statements provide information for the District as a whole.
2. Fund financial statements provide detailed information for the District's significant funds.
3. Notes to the financial statements provide additional information that is essential to understanding the government-wide and fund financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves. This information includes management's discussion and analysis as well as a budgetary comparison schedule.

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

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

The *Statement of Activities* presents information on how the District's net position changed during the most recent fiscal year. This statement is presented using the accrual basis of accounting, which means that all of the current year revenues and expenses are taken into account regardless of when the cash is received or paid.

Both the Statement of Net Position and the Statement of Activities present information for the following:

- Government activities – This includes all of the District's emergency protection services which are primarily supported by property taxes.

The government-wide financial statements begin on page 8. The following is a summary of net position as of September 30, 2023, and September 30, 2022.

Net Position

	Governmental Activities	
	2023	2022
Assets:		
Current & Other Assets	$ 3,980,698	$ 2,457,883
Capital Assets, Net	2,388,973	2,103,653
Total Assets	$ 6,369,671	$ 4,561,536
Deferred Outflows of Resources	$ 73,107	$ 24,396
Liabilities:		
Current Liabilities	$ 191,378	$ 163,870
Long term liabilities	768,237	712,046
Total Liabilities	$ 959,615	$ 875,916
Deferred Inflows of Resources	$ 1,570	$ 5,899
Net Position:		
Net Investment in Capital Assets	$ 1,661,585	$ 1,419,469
Unrestricted	3,820,008	2,284,648
Total Net Position	$ 5,481,593	$ 3,704,117

The following table is a summary of changes in net position for the years ended September 30, 2023 and 2022.

Table 2
Change in Net Position

	Governmental Activities	
	2023	2022
Revenues		
Operating Grants & Contributions	$ 163,446	$ 87,482
Property Taxes	887,307	765,961
Penalty/Interest	8,487	6,747
Sales Tax	2,258,345	1,919,365
Interest	17,368	9,349
Miscellaneous	205,537	10,228
Loss on Sale of Assets	$ (1,206)	$ -
Total Revenues	$3,539,284	$2,799,132
Expenses:		
General Government	$1,761,807	$1,290,051
Total Expense	$1,761,807	$1,290,051
Change in Net Postion	$1,777,477	$1,509,081
Net Position-Beginning of Year	3,704,116	2,195,037
Net Position-End of Year	$5,481,593	$3,704,116

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The fund financial statements provide detailed information about the District's significant funds – not the District as a whole. The District's funds fall into one category – governmental funds.

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

The *governmental funds statements* provide a detailed short-term view of the government operations and the basic services it provided, and are reported on the modified accrual basis of accounting which focuses on available spendable resources. This allows the reader to evaluate the District's short-term financing requirements. Both the governmental fund *Balance Sheet* and the governmental fund

Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to the government-wide financial statements.

The District adopts an annual budget for the general fund. A budgetary comparison statement has been provided to demonstrate compliance. The governmental fund financial statements begin on page 8, and the budgetary comparison schedule is on page 29.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 10 through 28 of this report.

General Fund Budgetary Highlights

The budgeted revenues were $1,296,693 less than actual revenues and budgeted expenses were $136,218 less than actual expenses for the year ended September 30, 2023. Actual results for expenditures were 6.65% more than budgeted expenditures, while the District's overall actual revenue were 58.29% more than budgeted.

Capital Assets

The District's investment in capital assets for its governmental activities as of September 30, 2023, amounts to $2,388,973 (net of accumulated depreciation). This investment in capital assets includes vehicles, machinery, equipment, and buildings.

Capital Assets
Governmental Activities
(net of depreciation)

	Balance 9/30/2023	Balance 9/30/2022
Land	$ 111,969	$ 111,969
Construction-in-Progress	65,524	168,268
Vehicles	844,157	663,207
Equipment	247,533	402,207
Buildings and Structures	1,619,923	1,619,923
Accumulated Depreciation	(500,133)	(861,921)
Governmental activities capital assets, net	$ 2,388,973	$ 2,103,653

Additional information on the District's capital assets can be found in Note 4 of this report.

Debt Administration

As of September 30, 2023, and September 30, 2022, the District was obligated on the following debt:

Outstanding Debt at Year-End

	09/30/2022	09/30/2023
Notes	$ 684,184	$ 727,388
Pension Liability	42,909	79,760
Compensated Absences	24,448	23,914
Total	$ 751,541	$ 831,062

The District incurred $31,014 in interest expense as of September 30, 2023.

Additional information on the District's non-current liabilities can be found in Note 5 of this report.

Economic Factors and Next Year's Budgets and Rates

Williamson County ESD #7 tax revenues are expected to increase with the continued growth in the District. The development of properties within the district from agriculture tracts to suburban tracts for 2023 has continued. Several new developments started breaking ground such as the Palmer Rach Subdivision and Nolina Development on Ronald Reagan, south of FM 2338. The continued growth looks good for Williamson County ESD 7. The passage of the sales tax initiative for areas outside of the City of Florence continues to increase revenue for the district.

Emergency Service District # 7 has increased the staffing levels to 5 full-time personnel a shift in 2023. Plans are underway for a third fire station around Ronald Reagan and County Road 248. We anticipate this station coming online in 2026. This station will house a new ladder truck, a squad (type 6 NWCG brush engine) and a district commander. Additionally, staffing for this station will be 5 personnel a shift plus a 40 hour a week district commander. Additionally, the Florence fire station will undergo a major remodel in the summer of 2024. The district is currently looking for land in the area of FM 487 and CR 233 for a future fire station. There is no timeline for the construction of this station to date. A local developer donated to the District the rights to 2.035 acres of land for a fee of $10. Under the terms of the agreement, the District is must maintain a public fire and emergency service facility for the residents of Williamson County.

The continued growth and demand for services will continue to put a strain on the district as the demand for services increases. The time between the development of property and when ad-valorem tax revenue is received by the ESD can be as much as two years. The ad Valorem tax rate is the voter approval tax rate of 0.086729/$100 for Williamson County ESD 7 for FY 23/24.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances and to demonstrate the District's accountability for the money it receives from the citizens of the Williamson County Emergency Services District #7. If you have any questions about this report or need further information, contact the Williamson County Emergency Services District #7, P.O. Box 523, Florence, TX 76527, or call 254-793-2591.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7
GOVERNMENTAL FUND BALANCE SHEET AND
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

	General Fund	Adjustments (Note 9)	Statement of Net Position
ASSETS			
Cash	$ 3,218,806	$ -	$ 3,218,806
Property Taxes Receivable	41,503	-	41,503
Accounts Receivable	608,829	-	608,829
Escrow Funds	111,560	-	111,560
Capital Assets (net of accumulated depreciation)	-	2,388,973	2,388,973
TOTAL ASSETS	$ 3,980,698	$ 2,388,973	$ 6,369,671
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Amounts	$ -	$ 73,107	$ 73,107
TOTAL DEFERRED OUTFLOWS OF RESOURCES	$ -	$ 73,107	$ 73,107
LIABILITIES			
Accounts Payable	$ 68,705	$ -	$ 68,705
Accrued Payroll/Liabilities	52,858	-	52,858
Accrued Interest Payable	-	6,990	6,990
Long Term Liabilities - Due within one year	-	62,825	62,825
Long Term Liabilities - Due after one year	-	768,237	768,237
TOTAL LIABILITIES	$ 121,563	$ 838,052	$ 959,615
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	$ 41,503	$ (41,503)	$ -
Deferred Pension Amounts	-	1,570	1,570
TOTAL DEFERRED INFLOWS OF RESOURCES	$ 41,503	$ (39,933)	$ 1,570
FUND BALANCES/NET POSITION			
Fund balances:			
Non-Spendable	-		
Committed	-		
Assigned	-		
Unassigned	3,817,632		
TOTAL FUND BALANCES	3,817,632		
TOTAL LIABILITIES AND FUND BALANCES	3,980,698		
Net Position:			
Net investment in capital assets		1,661,585	1,661,585
Unrestricted		3,820,008	3,820,008
Restricted		-	-
TOTAL NET POSITION		$ 5,481,593	$ 5,481,593

See Accompanying Notes to the Financial Statements

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7
GOVERNMENTAL FUND REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
AND STATEMENT OF ACTIVITIES
FOR THE YEAR ENDING SEPTEMBER 30, 2023

	General Fund	Adjustments (Note 9)	Statement of Activities
EXPENDITURES/EXPENSES			
Apparatus	$ 78,670	$ -	$ 78,670
Utilities	21,568	-	21,568
Maintenance and Repairs	56,572	-	56,572
Professional Fees	22,871	-	22,871
Office Expenses/Postage	4,496	-	4,496
Insurance	103,653	-	103,653
Appraisal District & Tax Collector Fees	4,526	-	4,526
Fire Equipment & Supplies	109,648	-	109,648
Communications	7,425	-	7,425
EMS	59,905	-	59,905
Training	14,706	-	14,706
Miscellaneous	53,976	-	53,976
Personnel	1,072,481	(16,723)	1,055,758
Capital Outlay	473,023	(473,023)	-
Depreciation	-	137,832	137,832
Debt Service:			
Debt Issue Costs	750	-	750
Principal	69,106	(69,106)	-
Interest	31,014	(1,563)	29,451
Total expenditures/expenses	$ 2,184,390	$ (422,583)	$ 1,761,807
PROGRAM REVENUES			
Grants/Contributions	$ 163,446	$ -	$ 163,446
Net program expense			1,598,361
GENERAL REVENUES			
Ad valorem taxes	$ 867,973	$ 19,334	$ 887,307
Penalties and Interest	8,487	-	8,487
Sales Tax	2,258,345	-	2,258,345
Interest income	17,368	-	17,368
Miscellaneous	205,536	-	205,536
Total general revenues	$ 3,357,709	$ 19,334	$ 3,377,043
Excess (Deficiency) of revenues over expenditures	$ 1,336,765	$ (1,336,765)	$ -
OTHER FINANCING SOURCES/(USES):			
Proceeds from Sale of Asset	$ 48,664	$ (48,664)	$ -
Gain (Loss) from sale of assets	-	(1,206)	(1,206)
Financing Proceeds	112,310	(112,310)	-
Total Other Financing Sources/(Uses):	$ 160,974	$ (162,180)	$ (1,206)
Net Change in Fund Balance	1,497,739	(1,498,945)	(1,206)
Change in Net Position	$ -	$ 1,777,476	$ 1,777,476
Fund Balance/Net Position Beginning of the year	2,319,893	1,384,224	3,704,117
End of the year	3,817,632	1,663,961	5,481,593

See Accompanying Notes to the Financial Statements

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements for the District have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. More significant of these accounting policies are described below.

REPORTING ENTITY

The Williamson County Emergency Services District No. 7 (the District) was created by Article III, Section 48-e of the Constitution of Texas as proposed by SJR, No. 27, Acts of the 70th Legislature, Regular Session 1987, and adopted by the voters at an election held on February 15, 2005, to protect life and property from fire and to conserve natural and human resources. The District's governing body consist of a Board of Commissioners appointed by the Williamson County Commissioners Court.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The basic - but not the only - criterion for including a potential component unit with the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering whether the activity benefits the government and/or its citizens, or whether the activity is conducted within the geographic boundaries of the government and is generally available to its citizens. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the government is able to exercise oversight responsibilities. Based upon the application of these criteria, no potential component units appear to exist.

BASIS OF PRESENTATION

Basic Financial Statements

GASB sets forth minimum criteria for the determination of major funds based on a percentage of the assets, liabilities, revenues or expenditures/expenses or either fund category or governmental and enterprise combined. Due to the fund structure of the District, all funds have been classified as major funds. As a part of this Statement, there is a reporting requirement regarding the local government's infrastructure (road, bridges, etc.) The District does not own any infrastructure assets and therefore is unaffected by this requirement.

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. The reporting model focus is on either the District as a whole or major individual funds

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(within the fund financial statements). In the government-wide Statement of Net Position, both the governmental and business-type activities columns are presented on a consolidated basis by column, and are reflected on a full accrual, economic resources basis, which incorporates long-term assets and receivables as well as long-term debt and obligations. The District does not have any business-type activities or fiduciary activities.

The government-wide Statement of Activities reflects both the gross and net cost per functional category which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. The program revenues must be directly associated with the function. The net cost by function is normally covered by general revenues (intergovernmental revenues, interest income, etc).

The District does not currently employ indirect cost allocation systems.

The government-wide focus is more on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The governmental fund statements are presented on a current financial resource and modified accrual basis of accounting. This presentation is deemed appropriate to (a) demonstrate legal compliance, (b) demonstrate the source and use of liquid resources, and (c) demonstrate how the District's actual experience conforms to the budget or fiscal plan.

GASB provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the general fund in the first column. The next column is an adjustments column. It reconciles the amounts reported in the governmental funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

Fund Accounting

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues, and expenditure/expenses. A fund is considered major if it is the primary operating fund of the District or meets the following criteria:

a. Total assets, liabilities, revenues, or expenditures/expenses of that individual governmental fund are at least 10 percent of the corresponding total for all funds of that category or type; and

b. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental fund are at least 5 percent of the corresponding total for all governmental funds combined.

The focus of Governmental Fund measurement (in the Fund Financial Statements) is based upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The District reports the following major governmental funds:

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

General Fund

The General Fund is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

BASIS OF ACCOUNTING

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are presented on an accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual; i.e., when they become both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The District considers all revenues as available if they are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred.

In applying the "susceptible to accrual" concept to intergovernmental revenues, the provider should recognize liabilities and expenses and the recipient should recognize receivables and revenues when the applicable eligibility requirements including time requirements, are met. Resources transmitted before the eligibility requirements are met, under most circumstances, should be reported as advances by the provider and deferred revenue by the recipient.

BUDGETS

The District follows these procedures in establishing the budget reflected in the financial statements:

1. Prior to the beginning of each fiscal year, the District prepares a budget. The operating budget includes proposed expenditures and the means of financing those expenditures and is prepared in accordance with the basis of accounting utilized by that fund.

2. Public meetings are conducted at which all interested persons' comments concerning the budget are heard. After such meetings, the Board of Commissioners formally adopts the budget through passage of a motion in a public meeting.

3. The District amends the budget throughout the year approving such additional expenses. The original and final amended budgets are used in presenting the Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

4. All annual appropriations lapse at fiscal year-end.

DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES

The District adopted GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position,* which provides guidance for reporting the financial statement elements of deferred outflows of resources, which represent the consumption of the District's net position that is applicable to a future reporting period, and deferred inflows of resources, which represent the District' acquisition of net position applicable to a future reporting period.

The District adopted GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities,* which establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

CASH AND CASH EQUIVALENTS

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

AD VALOREM PROPERTY TAXES

Delinquent taxes are prorated based on rated adopted for the year of the levy. Allowances for uncollectibles within the General Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature. There were no allowance for uncollectible property taxes as of September 30, 2023.

CAPITAL ASSETS

The accounting treatment over property, plant, and equipment (capital assets) depends on whether the assets are reported in the government-wide or fund financial statements.

Government-wide Statements

In the government-wide financial statements, fixed assets are accounted for as capital assets. Property, plant, and equipment purchased or acquired is carried at historical cost or estimated historical cost. Contributed assets are recorded at the fair market value as of the date received. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expenses as incurred.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Depreciation of all exhaustible capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Position. Depreciation on all assets is provided on the straight-line basis over the estimated useful lives with no salvage value. The range of estimated useful lives by type of asset is as follows:

Vehicles	5-10 years
Other Equipment	5-20 years

The District does not own any infrastructure assets or have any leases required to be reported under GASB 87.

Fund Financial Statements

In the fund financial statements, capital assets are accounted for as capital outlay expenditures of the governmental fund upon acquisition.

EQUITY CLASSIFICATIONS

Government-wide Statements

Equity is classified as net position and displayed in three components:

a. Net Investment in capital assets– Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

b. Restricted net position – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulation of other government; or (2) law through constitutional provisions or enabling legislation.

c. Unrestricted net position – All other net position that do not meet the definition of "restricted" or "net investment in capital assets."

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Fund Financial Statements

Governmental fund equity is classified as fund balance. Fund balance is further classified as non-spendable or spendable with spendable being further classified into restricted, committed, assigned or unassigned.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

COMPENSATED ABSENCES

The District's policies regarding vacation time permit employees to accumulate earned but unused vacation leave. As of the year end, the liability for accrued vacation reflects that time earned by the employees in the current year. The liability for these compensated absences is recorded as long-term debt in the government-wide statements.

PENSIONS

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Pension Plan and additions to/deductions from the Pension Plan's fiduciary net position have been determined on the same basis as they are reported by Texas County & District Retirement System (TCDRS). For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District purchases its insurance from regular commercial companies. As of September 30, 2023, no claims or losses have been incurred that were not covered by insurance. There is no liability due to any claim or suit having ever been filed.

USE OF ESTIMATES

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements and the reported amounts of income and expenses during the period. Operating results in the future could vary from the amounts derived from management's estimates.

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

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

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

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

In May 2020, the GASB issued Statement No. 96, *Subscription-Based Information Technology Arrangements*, effective for fiscal years beginning after June 15, 2022. The Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset – an intangible asset – and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. The implementation of GASB 96 did not have a material impact on the District's financial statements, the adoption did not result in a restatement of previously reported fund balance for the year ended September 30, 2023.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In June 2022, the GASB issued Statement No. 101, *Compensated Absences*, effective for fiscal years beginning after December 15, 2023. The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. Management is evaluating the effects that the full implementation of GASB Statement No. 101 will have on its financial statements for the year ended September 30, 2025.

NOTE 2: DEPOSITS, SECURITIES, AND INVESTMENTS

Deposits were with a contracted depository bank, VeraBank N.A.. As of September 30, 2023, the carrying amount of the District's deposits was $3,218,806 and the bank balance was $3,321,545. As of year-end, deposits exceeded FDIC coverage by $3,071,545 however; difference was collateralized with pledged securities of $3,427,092 (Category 2).

The collateral pledged is represented by specific identifiable investment securities and classified as to credit risk by the three categories described below:

Category 1 - Insured by FDIC or collateralized with securities held by the District or by its agent in its name.
Category 2 - Uninsured but collateralized with securities held by the pledging financial institution's trust department or agent in the District's name.
Category 3 - Uncollateralized.

NOTE 3: PROPERTY TAXES

The District property tax is levied each October 1 on the assessed value listed as of the previous January 1 for all real property located in the District. The District's property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the District. An enforceable lien is attached to the property as of January 1. The assessed value of the roll as of January 1, 2022, upon which the 2022 levy was based, was $972,943,639 as certified by the Williamson County Central Appraisal District.

Taxes are due by January 31 following the October 1 levy date. The total 2022 levy was $843,824 and the tax rate was $0.0867 per $100 assessed valuation. Property taxes are considered fully collectible and therefore no allowance for uncollectible taxes is provided.

NOTE 4: CAPITAL ASSETS

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

	Balance 9/30/2022	Additions/ Completions	Retirements/ Adjustments	Balance 9/30/2023
Governmental Activities:				
Capital assets not being depreciated:				
Land	111,969	-	-	111,969
Construction in Progress	168,268	3,024	(105,768)	65,524
Total capital assets not being depreciated	280,237	3,024	(105,768)	177,493
Capital assets, being depreciated:				
Vehicles	663,207	575,766	(394,816)	844,157
Equipment	402,207	-	(154,674)	247,533
Building	1,619,923	-	-	1,619,923
Total capital assets being depreciated	2,685,337	575,766	(549,490)	2,711,613
Total capital assets	2,965,574	578,790	(655,258)	2,889,106
Less accumulated depreciation:	(861,921)	(137,832)	499,620	(500,133)
Total capital assets, net of depreciation	1,823,416	437,934	(49,870)	2,211,480
Governmental activities capital assets, net	2,103,653	440,958	(155,638)	2,388,973

Current year depreciation expense was $137,832.

The District received a donation of land and building from the City of Florence. In the terms of the agreement the property will revert back to the City if the District discontinues use of the property from its primary purpose, a fire station and secondary purpose as District offices.

NOTE 5: LIABILITIES

Transactions for the year ended September 30, 2023, are summarized as follows:

	Balance 09/30/2022	Additions	Payments	Balance 09/30/2023	Due within one year
Government Capital #8072	638,434	-	30,905	607,529	32,097
Government Capital #9655	45,750	-	17,424	28,326	9,141
Government Capital #9983	-	112,310	20,777	91,533	21,587
Total Notes	$ 684,184	$ 112,310	$ 69,106	$ 727,388	$ 62,825
Pension Liability	42,909	36,851	-	79,760	-
Compensated Absences	24,448	-	534	23,914	-
Total Governmental	$ 751,541	$ 149,161	$ 69,640	$ 831,062	$ 62,825

Annual payments required are as follows:

Year Ending September 30	Principal	Interest	Total
2024	$ 62,825	$ 27,258	$ 90,083
2025	65,191	24,893	90,084
2026	67,663	22,438	90,101
2027	60,148	19,890	80,038
2028	37,313	17,567	54,880
2029-2033	209,167	65,233	274,400
2034-2038	225,081	21,915	246,996
Total	$ 727,388	$ 199,194	$ 926,582

The District entered into a loan agreement for the financing of the construction of a new fire station (Andice Station), pledging tax revenue as security, for $765,000, at 3.80% for 20 years. Payments $27,440 are made semi-annual beginning July 1, 2018 until January 1, 2038.

The District entered into a loan agreement for the financing of equipment, pledging tax revenue as security, for $45,750, at 3.20% for 5 years. Payments of $10,047 are made annually beginning October 6, 2022 until October 6, 2026.

The District entered into a loan agreement for the financing of equipment, pledging tax revenue as security, for $112,310, at 3.90% for 5 years. Payments of $25,157 are made annually beginning July 1, 2022 until July 1, 2027.

Compensated absences represent the estimate liability for employees' accrued vacation for which employees are entitled to be paid upon termination. The retirement of this liability is paid from the General Fund.

NOTE 6: ACCOUNTS RECEIVABLE

Accounts receivable at year end consist of the following:

Sales Tax	$491,515
Grant Receivable	90,000
Street Smart	27,314
Total	$608,829

NOTE 7: PENSION

Plan Description. Williamson County Emergency Services District #7 participates in the Texas County & District Retirement System (TCDRS), which is a statewide, agent multiple-employer, public employee retirement system.

a. A brief description of benefit terms:
   1) All full- and part-time non-temporary employees participate in the plan, regardless of the number of hours they work in a year. Employees in a temporary position are not eligible for membership.
   2) The plan provides retirement, disability and survivor benefits.
   3) TCDRS is a savings-based plan. For the district's plan, 7% of each employee's pay is deposited into his or her TCDRS account. By law, employee accounts earn 7% interest on beginning of year balances annually. At retirement, the account is matched at an employer set percentage (current match is 150%) and is then converted to an annuity.
   4) There are no automatic COLAs. Each year, the district may elect an ad hoc COLA for its retirees (if any). There are two COLA types, each limited by actual inflation.
   5) Benefit terms are established under the TCDRS Act. They may be amended as of Jan. 1 each year, but must remain in conformity with the Act.
b. Membership information is shown in the chart below.
c. The district's contribution rate is calculated annually on an actuarial basis, although the employer may elect to contribute at a higher rate. The Williamson County Emergency Services District #7 contribution rate is based on the TCDRS funding policy adopted by the TCDRS Board of Trustees and must conform with the TCDRS Act. The employee contribution rates are set by the district and are currently 7%. Contributions to the pension plan from the district for 2022 are shown in the Schedule of Employer Contributions.
d. The most recent comprehensive annual financial report for TCDRS can be found at the following link, www.tcdrs.org.

Employee membership data related to the Plan, as of the valuation date of December 31, 2022, was as follows:

Members	Dec. 31, 2022	Dec. 31, 2021
Number of inactive employees entitled to but not yet receiving benefits	13	6
Number of active employees	24	21
Average monthly salary:	$3,490	$2,465
Average age:	34.32	35.62
Average length of service in years:	4.62	4.38

Inactive Employees (or their Beneficiaries) Receiving Benefits		
Number of benefit recipients:	0	0
Average monthly benefit:	$0	$0

NOTE 7: PENSION (continued)

Net Pension Liability

The District's net pension liability was measured as of December 31, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions. The total pension liability in the December 31, 2022, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Valuation Timing	Actuarially determined contribution rates are calculated on a calendar year basis as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.
Actuarial Cost Method	Entry Age (level percent of play)
Amortization Method	
Recognition of economic/demographic gains or losses	Straight-Line amortization over Expected Working Life
Recognition of assumptions changes or inputs	Straight-Line amortization over Expected Working Life
Asset Valuation Method	
Smoothing period	5 years
Recognition method	Non-asymptotic
Corridor	None
Inflation	2.50%
Salary Increases	The annual salary increase rates assumed for individual members vary by length of service and by entry-age group. The annual rates consist of a general wage inflation component of 3.00% (made up of 2.50% inflation and 0.5% productivity increase assumptions) and a merit, promotion and longevity component that on average approximates 1.6% per year for a career employee.
Investment Rate of Return	7.60%
Cost-of-Living Adjustments	Cost-of-Living Adjustments for Williamson County Emergency Services District #7 are not considered to be substantively automatic under GASB 68. Therefore, no assumption for future cost-of-living adjustments is included in the GASB calculations. No assumption for future cost-of-living adjustments is included in the funding valuation.
Retirement Age	Deferred members are assumed to retire (100% probability) at the later of: a) age 60 b) earliest retirement eligibility.
	(For all eligible members ages 75 and later, retirement is assumed to occur immediately.)
Turnover	New employees are assumed to replace any terminated members and have similar entry ages.
Mortality	

Depositing members	135% of Pub-2010 General Employees Amount-Weighted Mortality Table for males and 120% Pub-2010 General Employees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Service retirees, beneficiaries and non-depositing members	135% of Pub-2010 General Retirees Amount-Weighted Mortality Table for males and 120% Pub-2010 General Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Disabled retirees	160% of Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for males and 125% Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

NOTE 7: PENSION (continued)

Long-Term Expected Rate of Return

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2023 information for a 10-year time horizon.

Note that the valuation assumption for long-term expected return is reassessed at a minimum of every four years and is set based on a long-term time horizon. The TCDRS Board of Trustees adopted the current assumption at their March 2021 meeting. The assumption for the long-term expected return is reviewed annually for continued compliance with the relevant actuarial standards of practice. Milliman relies on the expertise of Cliffwater in this assessment.

Asset Class	Benchmark	Target Allocation(1)	Geometric Real Rate of Return (2)
US Equities	Dow Jones US Total Stock Market Index	11.50%	4.95%
Global Equities	MSCI World (net) Index	2.50%	4.95%
International Equities – Developed Markets	MSCI World Ex USA (net) Index	5.00%	4.95%
International Equities – Emerging Markets	MSCI Emerging Markets (net) Index	6.00%	4.95%
Investment-Grade Bonds	Bloomberg U.S. Aggregate Bond Index	3.00%	2.40%
Strategic Credit	FTSE High-Yield Cash-Pay Capped Index	9.00%	3.39%
Direct Lending	Morningstar LTSA US Leveraged Loan TR Index	16.00%	6.95%
Distressed Debt	Cambridge Associates Distressed Securities Index (3)	4.00%	7.60%
REIT Equities	67% FTSE NAREIT All Equity REITs Index +33% Global REIT (net) Index	2.00%	4.15%
Master Limited Partnerships (MLPs)	Alerian MLP Index	2.00%	5.30%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index(4)	6.00%	5.70%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index(5)	25.00%	7.95%
Hedge Funds	Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index	6.00%	2.90%
Cash Equivalents	90-Day U.S. Treasury	2.00%	0.20%

(1) Target asset allocation adopted at the March 2032 TCDRS Board meeting.
(2) Geometric real rates of return equal the expected return for the asset class minus the assumed inflation rate of 2.3% per Cliffwater's 2023 capital market assumptions.
(3) Includes vintage years 2005-present of Quarter Pooled Horizon IRRs.
(4) Includes vintage years 2007-present of Quarter Pooled Horizon IRRs.
(5) Includes vintage years 2006-present of Quarter Pooled Horizon IRRs.

NOTE 7: PENSION (continued)

Net Pension Liability / (Asset)

Net Pension Liability / (Asset)	December 31, 2022	December 31, 2021
Total pension liability	$224,562	$101,152
Fiduciary net position	144,803	58,243
Net pension liability / (asset)	79,760	42,909
Fiduciary net position as a % of total pension liability	64.48%	57.58%
Pensionable covered payroll [1]	$748,698	$348,927
Net pension liability as a % of covered payroll	10.65%	12.30%

The total pension liability was determined by an actuarial valuation as of the valuation date, calculated based on the discount rate and actuarial assumptions below.

Note: Rounding differences may exist above or in other tables in this report.
[1] Payroll is calculated based on contributions as reported to TCDRS.

Discount Rate		
Discount rate[2]	7.60%	7.60%
Long-term expected rate of return, net of investment expense[2]	7.60%	7.60%
Municipal bond rate[3]	Does not apply	Does not apply

[2] This rate reflects the long-term rate of return funding valuation assumption of 7.50%, plus 0.10% adjustment to be gross of administrative expenses as required by GASB 68.
[3] The plan's fiduciary net position is projected to be available to make all projected future benefit payments of current active, inactive, and retired members. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return, and the municipal bond rate does not apply.

NOTE 7: PENSION (continued)

Changes in Net Pension Liability / (Asset)

Changes in Net Pension Liability/(Asset)	Total Pension Liability (a)	Fiduciary Net Position (b)	Net Pension Liability/(Asset) (a) – (b)
Balances as of December 31, 2021	$101,152	$58,243	$42,909
Changes for the year:			
Service cost	61,528		61,528
Interest on total pension liability[1]	12,364		12,364
Effect of plan changes[2]	38,307		38,307
Effect of economic/demographic gains or losses	11,212		11,212
Effect of assumptions changes or inputs	0		0
Refund of contributions	0	0	0
Benefit payments	0	0	0
Administrative expenses		(85)	85
Member contributions		52,409	(52,409)
Net investment income		(10,687)	10,687
Employer contributions		32,868	(32,868)
Other[3]	0	12,055	(12,055)
Balances as of December 31, 2022	$224,562	$144,803	$79,760

(1) Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.
(2) Reflects plan changes adopted effective in 2023.
(3) Relates to allocation of system-wide items.

Sensitivity Analysis
The following presents the net pension liability of the district, calculated using the discount rate of 7.60%, as well as what the ESD net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate.

	1% Decrease 6.60%	Current Discount Rate 7.60%	1% Increase 8.60%
Total Pension Liability	$276,060	$224,562	$184,198
Fiduciary Net Position	144,803	144,803	144,803
Net pension liability/(asset)	$131,258	$79,760	$39,396

NOTE 7: PENSION (continued)

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

Deferred Inflows/Outflows of Resources

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	$1,091	$11,096
Changes of assumption	479	2,202
Net difference between projected and actual earnings	0	11,853
Contributions made subsequent to measurement date	N/A	47,956
Totals	$1,570	$73,107

The $73,107 reported as deferred outflows of resources related to pension resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2024. The remaining amounts currently reported as deferred outflows of resources related to pensions will be recognized in pension expenses as follows:

Year ended September 30:	
2023	$3,967
2024	3,890
2025	3,790
2026	4,930
2027	1,181
Thereafter(1)	5,823

(1) Total remaining balance to be recognized in future years, if any. Note that additional future deferred inflows and outflows of resources may impact these numbers.

Payable to the Pension Plan

The District reported a payable of $9,487 for the outstanding amount of employer and employee contributions to the pension plan required for the year ended September 30, 2023.

NOTE 8: FUND BALANCE CLASSIFICATION

The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Those fund balance classifications are described below.

Non-spendable - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.

Restricted - Amounts that can be spent only for specific purposes because of constitutional provisions, or enabling legislation, or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed - Amounts that can only be used for specific purpose pursuant to approval by formal action by the Board. The Board is the highest level of decision-making authority for the District. Commitments may be established, modified, or rescinded only through resolutions approved by the Board.

Assigned - For the General Fund, amounts that are appropriated by the Board or Board designee that are to be used for specific purposes. For all other governmental funds, any remaining positive amounts not previously classified as non-spendable, restricted, or committed.

Unassigned - Amounts that are available for any purpose; these amounts can be reported only in the District's General Fund.

The detail of the fund balance is included in the Governmental Fund Balance Sheet on page 8.

Fund balance of the District may be committed for a specific purpose by formal action of the Board, the District's highest level of decision-making authority. Commitments may be established, modified, or rescinded only through a resolution approved by the Board. The Board has delegated the authority to assign fund balance for a specific purpose to the District's Chief or Assistant Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

As of September 30, 2023, the District has not adopted a minimum fund balance policy.

NOTE 9: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS

Differences between the Governmental Fund Balance Sheet and the Statement of Net Position:

The differences (as reflected in the adjustments column) primarily result from the long-term economic resources focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheet.

NOTE 9: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS (continued)

When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net position includes those capital assets among the assets of the District as a whole.

Cost of capital assets	$2,889,106
Accumulated Depreciation	(500,133)
	$2,388,973

The statement of net position includes as Deferred Outflows of Resources are amounts that are permitted to be recognized as part of pension expense over a period of years in the governmental funds.

Deferred Outflows of Resources	$73,107

Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due.

Accrued interest payable	$6,990

Long-term liabilities applicable to the district's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities – both current and long-term—are reported in the statement of net assets.

Due within one year	$62,825
Due after one year	768,237

Taxes receivable and interlocal agreement (county) are offset by deferred revenues in the governmental funds and thus are not included in fund balance.

Property Taxes	$(41,503)

Certain liabilities are not due and payable in the current period and therefore are not reported in the funds.

Deferred Inflows of Resources	$1,570

Differences between the Governmental Fund Operating Statement and the Statement of Net Activities:

The differences (as reflected in the adjustments column) arise primarily from the long-term economic resources focus of the statement of activities versus the current financial resources focus of the governmental funds.

Some expenses reporting in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Adjustment for Compensated Leave	$(534)
Adjustment for Pension Liability	36,851
Change in Deferred Outflows related to Pension	(53,040)
Total adjustment	$(16,723)

NOTE 9: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS (continued)

When capital assets that to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities the cost of those assets, or fair market value of donated assets, is allocated over their estimated useful lives and reported as depreciation expense.

Capital Outlay	$473,023
Depreciation Expense	$137,832

Repayment of capital lease obligations is reported as an expenditure in governmental funds. For the district as a whole, however, the principal payments reduce the liabilities in the statement of net assets and do not result in an expense in the statement of activities.

Payment of Principal	$(69,106)

Interest expense in the statement of activities differs from the amount reported in governmental funds because additional accrued interest was calculated for capital lease obligations.

Change in accrued interest payable	$(1,563)

Because some property taxes will not be collected for several months after the district's year end, they are not considered as "available" revenues in the governmental funds.

Adjustment for property taxes collected after year-end	$19,334

In the statement of activities, only the gain on the sale of equipment is reported, whereas in the governmental funds, the proceeds from the sale in crease financial resources. Thus, the change in net position differs from the change in fund balance by the cost of the equipment less any accumulated depreciation.

Loss from disposal of assets	$(1,206)
Proceeds from sale of assets	$48,664

The issuance of long-term debt provides current financial resources to the governmental funds, however, this has no effect of net position. The amount is the net effect of these differences in the treatment of long-term debt and related items.

Financing Proceeds	$(112,310)

NOTE 10: DATE OF MANAGEMENT'S REVIEW

Management has evaluated subsequent events through the date the financial statements were available to be issued.

NOTE 11: COMMITTMENT

The District entered into an agreement with Williamson County whereby the County paid $300,000 towards the construction cost of the Andice station. Under this agreement the District will provide to the County housing bay for one EMS response vehicle and housing (bedroom, office, and storage) for EMS personnel for an unspecified time at no additional future cost. The County may terminate this agreement without cause upon a 90-day notice. The District may terminate this agreement after 5 years from the date of final completion of the station with or without cause with 180 days written notice. Under the terms of the agreement should the District terminate this agreement prior to the 5-year period the District would have to repay the $300,000. If beginning in the sixth year the District terminates, only $150,000 would be repaid and a credit of $30,000/year would be granted for years 7-10, that after the 10th year no repayment would be required. The District currently does not expect to terminate this agreement, and no liability has been established.

Required Supplemental Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
BUDGET TO ACTUAL COMPARISON - GENERAL FUND
FOR THE YEAR ENDING SEPTEMBER 30, 2023

	Budget		Actual Amounts Budgetary Basis	Variance Favorable/ (Unfavorable)
	Original	Final		
GENERAL REVENUES				
Ad Valorem Taxes	$ 840,869	$ 840,869	$ 867,973	27,104
Penalty & Interest	-	-	8,487	8,487
Sales Tax	1,300,814	1,300,814	2,258,345	957,531
Interest Income	5,900	5,900	17,368	11,468
Grants/Contributions	28,000	76,879	163,446	86,567
Miscellaneous	-	-	205,536	205,536
Total General Revenues	$ 2,175,583	$ 2,224,462	$ 3,521,155	1,296,693
EXPENDITURES/EXPENSES				
Apparatus	$ 77,700	$ 77,700	$ 78,670	$ (970)
Utilities	33,600	34,400	21,568	12,832
Maintenance and Repairs	60,800	60,800	56,572	4,228
Professional Fees	35,500	35,500	22,871	12,629
Office Expense/Postage	2,600	2,600	4,496	(1,896)
Insurance	71,080	71,080	103,653	(32,573)
Appraisal District & Tax Collector Fees	8,000	8,000	4,526	3,474
Fire Equipment & Supplies	110,879	107,179	109,648	(2,469)
Communications	27,000	27,000	7,425	19,575
EMS	17,500	66,379	59,905	6,474
Training	13,000	13,000	14,706	(1,706)
Miscellaneous	16,600	20,300	53,976	(33,676)
Personnel	1,229,151	1,229,153	1,072,481	156,672
Capital Outlay	76,600	72,300	473,023	(400,723)
Debt Service:				
Debt Issue Cost	-	-	750	(750)
Principal	196,545	196,545	69,106	127,439
Interest	26,235	26,236	31,014	(4,778)
Total expenditures/expenses	$ 2,002,790	$ 2,048,172	$ 2,184,390	(136,218)
Excess (Deficiency) of revenues over expenditures	172,793	176,290	1,336,765	1,160,475
OTHER FINANCING SOURCES/(USES):				
Proceeds from sale of asset	$ -	$ -	$ 48,664	$ 48,664
Note Proceeds	-	-	112,310	112,310
Total Other Financing Sources/(Uses)	-	-	160,974	160,974
Excess (Deficiency) of revenues and other financing sources over expenditures	172,793	$ 176,290	$ 1,497,739	
Fund Balance Beginning of the year			2,319,893	
End of the year			$ 3,817,632	

See Accompanying Notes to the Financial Statements

EXPENDITURES IN EXCESS OF APPROPRIATIONS

The general government expenditures for capital outlay exceeded appropriations due to under-budgeting of expense for increase in unexpected capital outlay purchases. The District's management will monitor the budget vs actual statement and amend the budget as necessary as circumstances arise.

Williamson County Emergency Services District #7
Schedule of Changes in Net Pension Liability and Related Ratios

	Year Ended December 31									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Total Pension Liability										
Service cost	61,528	24,385	17,785	7,343	N/A	N/A	N/A	N/A	N/A	N/A
Interest on total pension liability	12,364	4,291	2,084	595	N/A	N/A	N/A	N/A	N/A	N/A
Effect of plan changes	38,307	42,423	-	-	N/A	N/A	N/A	N/A	N/A	N/A
Effect of assumption changes or inputs	-	(617)	3,027	-	N/A	N/A	N/A	N/A	N/A	N/A
Effect of economic/demographic (gains) or losses	11,212	(1,403)	1,233	6	N/A	N/A	N/A	N/A	N/A	N/A
Benefit payments/refunds of contributions	-	-	-	-	N/A	N/A	N/A	N/A	N/A	N/A
Net change in total pension liability	123,411	69,079	24,129	7,944	N/A	N/A	N/A	N/A	N/A	N/A
Total pension liability, beginning	101,152	32,073	7,944	-	N/A	N/A	N/A	N/A	N/A	N/A
Total pension liability, ending (a)	224,563	101,152	32,073	7,944	N/A	N/A	N/A	N/A	N/A	N/A
Fiduciary Net Position										
Employer contributions	32,868	6,029	5,457	2,571	N/A	N/A	N/A	N/A	N/A	N/A
Member contributions	52,409	13,957	13,072	6,157	N/A	N/A	N/A	N/A	N/A	N/A
Investment income net of investment expenses	(10,687)	8,675	969	(9)	N/A	N/A	N/A	N/A	N/A	N/A
Benefit payments/refunds of contributions	-	-	-	-	N/A	N/A	N/A	N/A	N/A	N/A
Administrative expenses	(85)	(32)	(21)	(7)	N/A	N/A	N/A	N/A	N/A	N/A
Other	12,055	574	549	300	N/A	N/A	N/A	N/A	N/A	N/A
Net change in fiduciary net position	86,560	29,203	20,026	9,012	N/A	N/A	N/A	N/A	N/A	N/A
Fiduciary net position, beginning	58,241	29,038	9,012	-	N/A	N/A	N/A	N/A	N/A	N/A
Fiduciary net position, ending (b)	144,801	58,241	29,038	9,012	N/A	N/A	N/A	N/A	N/A	N/A
Net pension liability / (asset), ending = (a) - (b)	79,762	42,911	3,035	(1,068)	N/A	N/A	N/A	N/A	N/A	N/A
Fiduciary net position as a % of total pension liability	64.48%	57.58%	90.54%	113.44%	N/A	N/A	N/A	N/A	N/A	N/A
Pensionable covered payroll	748,698	348,927	326,790	153,930	N/A	N/A	N/A	N/A	N/A	N/A
Net pension liability as a % of covered payroll	10.65%	12.30%	0.93%	-0.69%	N/A	N/A	N/A	N/A	N/A	N/A

Williamson County Emergency Services District #7
Schedule of Employer Contributions

Year Ending September 30	Actually Determined Contribution	Actual Employer Contibution	Contribution Deficiency (Excess)	Pensionable Covered Payroll	Actual Contribution as a % of Covered Payroll
2019	-	-	-	-	0.0%
2020	2,571	2,571	-	153,930	1.7%
2021	5,457	5,457	-	326,790	1.7%
2022	6,029	6,029	-	348,927	1.7%
2023	32,868	32,868	-	748,698	4.4%

Williamson County Emergency Services District No. 7
Notes to the Schedule of Employer Contributions
For the year ending September 30, 2023

Valuation Date:	Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.
Methods and assumptions used to determine contribution rates:	
Actuarial Cost Method	Entry Age (level percentage of pay)
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	16.9 years (based on contribution rate calculated in 12/31/2022 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7% average over career including inflation.
Investment rate of Return	7.50%, net of investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the Pub-2010 General Retirees Table for males and 120% of the Pub-2010 General Retirees Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions	2015: New inflation, mortality and other assumptions were reflected. 2017: New mortality assumptions were reflected. 2019: New inflation, mortality and other assumptions were reflected. 2022: New investment return and inflation assumptions were reflected.
Changes in Plan Provisions Reflected in the Schedule	2020: No changes in plan provisions were reflected in the Schedule. 2021: No changes in plan provisions were reflected in the Schedule. 2022: Employer contributions reflect that the member contribution rate was increased to 7%.

**Only changes effective 2015 and later are shown in the Notes to Schedule.*

MEDACK & OLTMANN, LLP
CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS
James E. Medack, CPA
Melodi J. Oltmann, CPA

PROFESSIONAL STAFF
Ashton McGonagle

MEMBERS
American Institute of Certified Public Accountants
Texas Society of Certified Public Accountants

April 12, 2024

To the Board of Commissioners
Williamson County Emergency Services District No. 8

We have audited the financial statements of the governmental activities of Williamson County Emergency Services District No 8 for the year ended September 30, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 1, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Williamson County Emergency Services District No. 8 are described in Note 1 to the financial statements. As described in Note 1 to the financial statements, the District changed accounting policies related to subscription-based information technology arrangements (SBITAs) by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 96, *Subscription-Based Information Technology Arrangements*, in 2023. Accordingly, the cumulative effect of the accounting change has no impact on previously reported fund balance. We noted no transactions entered into by Williamson County Emergency Services District No. 8 during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the District's financial statements was:

> Management's estimate of the depreciable lives of capital assets is based on the expected useful life of the asset. We evaluated the key factors and assumptions used to develop the depreciable lives of capital assets in determining they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We noted no misstatements that required corrections.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 12, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Williamson County Emergency Services District No 8's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Williamson County Emergency Services District No 8's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

One matter that we have discussed with management (Board of Commissioners) both in prior years and the current year is that of risk management. Due to the small size of the entity, resulting in the contracting of accounting services, management still has the responsibility of establishing, maintaining and monitoring of proper internal controls in order to reduce the risk of fraud and/or misrepresentation of financial information. The purpose of this comment is for the Board to be aware of the situation and realize that small offices are more susceptible to the risks of fraud be it intentional or unintentional.

As the industry is moving towards paying bills electronically, it is prudent for the Board to adopt policies and procedures to ensure proper controls (segregation of duties) are functioning to mitigate the potential misappropriation of assets (theft/fraud).

Other Matters

We applied certain limited procedures to Management Discussion and Analysis, the Governmental Fund Revenues, Expenditures and Budget to Actual Comparison – General Fund, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the use of Board of Commissioners of Williamson County Emergency Services District No 8 and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Medack & Oltmann, LLP

Medack & Oltmann, LLP
Giddings, TX
April 12, 2024

Williamson County
Emergency Services District No. Eight
Financial Statements
September 30, 2023

Williamson County Emergency Services District No. 8
For the Year Ending September 30, 2023

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MEDACK & OLTMANN, LLP
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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Williamson County Emergency Services District No. 8

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Williamson County Emergency Services District No. 8 as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Williamson County Emergency Services District No. 8, as of September 30, 2023, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Williamson County Emergency Services District No. 8, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Williamson County Emergency Services District No. 8's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Williamson County Emergency Services District No. 8's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

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

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3-10 and 25 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Medack & Oltmann, LLP
Giddings, Texas
April 12, 2024

3500 D.B. Wood Rd.
78628
512/930-FIRE (3473)



Georgetown, TX

Management's Discussion and Analysis

This is the discussion and analysis of the Williamson County ESD #8 for fiscal year ending September 30, 2023.

Citizens and taxpayers want a clear picture of the financial health of their governments, which includes Emergency Services Districts. They also want to know how their tax dollars were spent and how much it costs to provide major services such as firefighting, fire prevention and rescue services. The concept of financial accountability of elected or appointed officials is reflected in the standards adopted by the Governmental Accounting Standards Board (GASB) for annual financial reporting.

This Management Discussion and Analysis (MD&A) is composed with the GASB concepts in mind. Please read it in conjunction with the District's financial statements, which follow this section.

Financial Highlights

- *The Districts total net position for the fiscal year exceeded the liabilities of $25,563 by $1,949,025.*
- *Change in net position from current operations was $(758,008) resulting in cash reserves of $1,274,130 at the end of the fiscal year.*
- *The District continued the Fire Protection Services contract with the City of Georgetown at an annual cost of $5,570,000.*

Using This Annual Report

This annual report consists of two financial statements. GASB Statement No. 34 provides that for governments engaged in a single government program, the fund financial statements and the government-wide statements may be combined. These combined statements appear on pages 11 and 12. The second column is an adjustments column, reconciling the amounts reported in the government funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities present information about the District as a whole. These statements (as reported in the last column of each of the statements) include all of the District's assets and liabilities, utilizing the accrual basis of accounting which is similar to the accounting used by most private sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two columns report the District's net position and changes in them. The difference between assets and liabilities, net assets, are one way to measure the District's financial health. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. However, other non-financial factors such as changes in the District's property tax base must also be considered in an assessment of the overall financial health of the District.

The Statement of Activities, also included on page 12, presents information showing how the District's net position changed during the most recent twelve-month period. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

Reporting the District's Funds

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District may establish other funds to help in control and manage money for particular purposes or to show that it is meeting its legal responsibilities for using certain taxes, grants and other money. These funds are reported using and accounting method called Modified Accrual accounting which measures cash and all other financial assets that can be readily converted to cash.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund statements focus on near-term inflows and outflows of spend-able resources, as well as on balances of spend-able resources available at the end of the fiscal year. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare that information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. The District only reports using one fund that being the General Fund.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

The District as a Whole

Governmental activities decreased the District's net position by $758,008, approximately 28%. Our analysis below focuses on the net position (Table 1) and the changes in net position (Table 2) of the District's governmental activities:

Table 1
Government Activities
Net Position

Assets	**9/30/2023**	**9/30/2022**
Current Assets	$1,359,722	$2,079,847
Capital Assets	614,866	628,085
Total Assets	**$1,974,588**	**$2,707,932**
Liabilities		
Current Liabilities	$ 25,563	$ 900
Long-Term Liablilites	-	-
Total Liabilities	**$ 25,563**	**$ 900**
Net Position		
Investment in capital assets	$ 614,866	$ 628,085
Restricted	-	-
Unrestricted	1,334,159	2,078,947
Total Net Position	**$1,949,025**	**$2,707,032**

Table 2
Government Activities
Changes in Net Position

	9/30/2023	9/30/2022
General Revenues		
Ad Valorem Taxes	$ 4,772,554	$ 4,163,473
Penalties & Interest on Taxes	20,032	13,339
Interest	106,251	26,040
Other	49,826	25,893
Total General Revenues	**$ 4,948,663**	**$ 4,228,745**
Expenditures/Expenses		
Legal Notices	$ 410	$ 800
Tax Collector/Appraisal District Fees	28,228	29,499
Insurance & Bonds	4,204	4,204
Professional Services	35,153	37,298
Contracted Services	5,570,000	5,293,170
Training Prevention Staffing Study	1,880	2,546
Association Dues	1,100	1,100
Office Supplies	-	11
Website/Internet	2,650	2,704
Public Outreach	49,826	-
Election Expense	-	25,893
Amortization Expense	13,220	13,220
Total Expenditures/Expenses	**$ 5,706,671**	**$ 5,410,445**
Change in Net Postion	**$ (758,008)**	**$ (1,181,700)**
Net Position - Fund Balance Beginning of Year	$ 2,707,033	$ 3,888,732
Net Position - Fund Balance Ending of Year	$ 1,949,025	$ 2,707,032
Change in Net Position		
Percent Increase or (decrease)	-28.00%	-30.39%

Capital Assets:

At the end of the fiscal year September 30, 2023, capital assets are as follows:

	2023	2022
Vehicles	342,528	342,528
Equipment	392	392
Accumulated Depreciation	(342,920)	(342,920)
Intangible - Right-of-Use Assets	654,526	654,526
Accumulated Amortization	(39,660)	(26,440)
Governmental activities capital assets, net	614,866	628,086

Amortization expense charged to the general fund was $13,220.

More detailed information about the District's Capital Assets is presented in Note 5 of the financial statements.

Financial Analysis of the Government's Funds

As noted earlier the District uses Fund accounting to ensure and demonstrate compliance with finance-related legal requirements. For the year ending September 30, 2023, the District's total fund balance was $1,275,175 which reflects a net combined decrease of $730,954.

Approximately 98% of the District's FY 2023 income is derived from Ad Valorem property taxes, while the remainder is primarily Money Market Interest income. Interest rates increased in the last year and the District received about 2.14% of its total income on its cash investments.

Revenues	October 2022 to September 2023	
Property Taxes	$ 4,786,388	96.45%
Penalties & Interest	20,032	0.40%
Interest Income	106,251	2.14%
Miscellaneous	49,826	1.00%
Total	$ 4,962,497	100.00%

Budgetary Highlights

The District's annual budget includes estimated revenues and expenditures for fiscal year that begins each October 1. The annual budget is a "line-item" document that helps guide the Board of Commissioners through the year with a high degree of financial control over District expenditures.

Estimates of taxable value for the year are provided by the Williamson County Tax Appraisal Office. That estimate, combined with an estimate of historical tax collection rates for the District is used to estimate Ad Valorem Revenues and Establish a Tax Rate for the District.

In the fiscal year ending September 30, 2023, the Net Taxable (Assessed) Valuation of the District was $4,973,480,979 resulting in a total tax levy of $4,973,481 based on a tax rate of $0.10 per $100 valuation.

The District's 2022/2023 Budget resulted in actual expenditures of $5,693,451 vs the budget of $5,727,800, or $34,349 less than budgeted amount.

Total revenues were $4,962,497 or $219,597 greater than the final budgeted amount. Ad Valorem tax revenue was $4,786,388 or $64,888, greater than the budgeted amounts. This resulted in an overall favorable variance of $219,597.

Review of the financial operations of the District during the year yielded several Board directed changes to policy and operations. The district continues to be a low tax rate District with the lowest tax rate of current Districts in Williamson County. The contract with the City of Georgetown Fire Services Division is one of the primary reasons for that low cost and exceptional level of service delivery.

Currently Known Facts, Decisions and Economic Conditions

For the 2023 fiscal year, the tax rate for Williamson County Emergency Services District No. 8 was set at $0.094073/$100 of assessed property value, which was a 0.29% increase in the tax rate of the previous year. The average homestead taxable property valuation had an increase of 11.41%. For the same period, the contract price with the City of Georgetown for fire and emergency services increased by 5.23%. The contract price continues to be based on a cost model that was developed by ESCI consultants in 2019 which takes into consideration elements of the cost of service that were not included in the previous cost model which was based solely on the percentage of call volume in the ESD compared to the City. These considerations include factors such as area covered, property values, risk factors, population served, and call volume compared to the City. This model has proven to be a more equitable means of establishing the true cost of service for ESD8. The ESD8 Board of Commissioners strives to provide the highest level of service, and adopting a tax rate of $0.094073/$100 of assessed property value is a reflection of the increasing cost of that service. ESD8 currently has a tax rate that is similar to the majority of the ESD's in Williamson County that don't have sales tax revenue.

The ESD continues to occupy office space and holds all meetings in the meeting room at Fire Station 6. This meeting room is also available, and has been used, by several community groups over the past year. The long term "Right to Occupy" agreement with the City of Georgetown guarantees the ESD full use of the office space and meeting room at no cost. This agreement is beneficial for the ESD and the community it serves as well as the City.

Fire Station 6 continues to show improved response times in both the ESD's northwest sector and within the City, and Fire Station 7 has also improved the response times to calls in the ESD's southeast sector as well as the City. Fire Station 6 was built in ESD territory and Fire Station 7 was built on the edge of the city limits to increase coverage in the ESD as well as coverage inside the city. All new proposed fire stations will be built in ESD territory to meet the demands of growth.

Due to the rapid growth within the ESD, there has also been a rapid increase in the demand for service which has also led to an increase in cost of service. The cost of service has exceeded the ESD's property tax revenue, which is currently the ESD's main source of revenue. The ESD has been using our cash surplus to cover the overage, but the surplus is predicted to run dry within the next year. Following an unsuccessful Sales and Use Tax election in November of 2023, the Board has decided to hold another election in November 2024 for a proposed 2% sales tax that will provided funds to meet the increasing cost demands. The Board believes

better public outreach and voter education will result in a successful election. The cost of the election as well as the cost of consultant fees will initially be paid for by the ESD but will be reimbursed to us by the City in the form of a credit in the service contract for the upcoming year.

The Board continues to have a committee that meets with the City's Emergency Services Commission which is composed of two ESD board members, a city councilman, city manager, assistant city manager, and fire chief. The purpose of the meetings are to discuss funding of the service contract as well as the level of service the City will provide. The City supports holding another Sales and Use Tax election in November 2024. The City will provide names for campaign consultants that have been successful for them in the past. It is in the City's best interest to help promote a successful election because a significant portion of the city's fire budget comes from the service contract with the ESD.

If the voters don't approve the sales tax, actions may have to be taken to delay building new fire stations and possibly reducing the staffing levels at some of the existing stations which will have a negative impact on the level of service provided to the ESD.

ESD8 continues to allocate funds for the installation of fire hydrants, where feasible, in areas of the district that have minimal or no coverage. All planned installations have been completed in the Jonah water district and funds are available for installations in the portion of the City of Georgetown water system that is located in the ESD. Additionally, the City of Georgetown has capped the cost of each hydrant installed on their system at $5,000.

Financial management of funds and payment for services continue to be handled through a contracted CPA firm with oversight and approvals by the Treasurer and President. The board retains this CPA firm to perform their bookkeeping which results in improvements in account organization, reserve accounting, and management of disbursements. All of these improvements are made without sacrificing checks and balances. The ESD's financial policy includes financial guidelines and firm practices related to capital financing, debt service coverage, reserve balances, cash management, and investing of public funds in compliance with Governmental Accounting Standards Board accounting principles.

The ESD Board's meeting schedule is the third Wednesday of each month at 6:00 pm to provide a consistent date and time which facilitates attendance by Commissioners, Fire Department personnel, and visitors. Also, ESD8 holds special meetings and workshops, as needed, to meet needs that cannot be achieved during monthly sessions.

The Emergency Services District's administration is located in dedicated office space at Fire Station 6, which is located at 6700 Williams Drive, Georgetown, TX, 78633. This physical space provides security for our documents, contracts, and financial records.

Administratively, the ESD Policies and Procedures are current, comprehensive and comprehendible. ESD8 has a fire code that is in sync with that of the City of Georgetown. In an effort to help taxpayers stay informed about the ESD's activities, we continue to maintain and enhance our website as well as pursue other actions to increase public awareness.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the government's finances. Comments and/or questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Williamson County ESD #8

Bobby Bunte - ESD 8 President
3500 D B Woods Rd.
Georgetown, TX 78628
Phone: 512-819-3104

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. EIGHT
GOVERNMENTAL FUNDS BALANCE SHEET AND
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

	General Fund	Adjustments (Note 8)	Statement of Net Position
ASSETS			
Cash	$ 1,274,130	$ -	$ 1,274,130
Property Taxes Receivable	58,984	-	58,984
Due from Other Governments	21,976	-	21,976
Prepaid Expenses	4,632	-	4,632
Capital Assets (net)	-	614,866	614,866
TOTAL ASSETS	$ 1,359,722	$ 614,866	$ 1,974,588
DEFERRED OUTFLOWS OF RESOURCES	$ -	$ -	$ -
LIABILITIES			
Accounts Payable	$ 25,563	$ -	$ 25,563
Accrued Interest Payable	-	-	-
Long Term Liabilities-Due within one year	-	-	-
Long Term Liabilities-Due after one year	-	-	-
TOTAL LIABILITIES	$ 25,563	$ -	$ 25,563
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	$ 58,984	$ (58,984)	$ -
FUND BALANCES/NET POSITION			
Fund balances:			
Non-Spendable	$ 4,632	$ (4,632)	$ -
Spendable			
Assigned	1,431,950	(1,431,950)	
Unassigned	(161,407)	161,407	
Total fund balances	1,275,175	(1,275,175)	-
Total liabilities and fund balances	$ 1,359,722	$ -	
Net Position:			
Net Investment in Capital Assets		$ 614,866	$ 614,866
Unrestricted		1,334,159	1,334,159
Restricted		-	-
Total Net Position		$ 1,949,025	$ 1,949,025

See Accompanying Notes to the Financial Statements

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. EIGHT
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES AND STATEMENT OF ACTIVITIES
FOR THE YEAR ENDING SEPTEMBER 30, 2023

	General Fund	Adjustments (Note 8)	Statement of Activities
EXPENDITURES/EXPENSES			
Legal Notices	$ 410	$ -	$ 410
Tax Collector/Appraisal District Fees	28,228	-	28,228
Insurance & Bonds	4,204	-	4,204
Professional Services	35,153	-	35,153
Contracted Services	5,570,000	-	5,570,000
Membership Dues	1,100	-	1,100
Training	1,880	-	1,880
Website/Internet	2,650	-	2,650
Public Outreach	49,826	-	49,826
Amortization Expense	-	13,220	13,220
Total expenditures/expenses	$ 5,693,451	$ 13,220	$ 5,706,671
GENERAL REVENUES			
Ad valorem taxes	4,786,388	(13,834)	4,772,554
Penalties and Interest	20,032	-	20,032
Interest income	106,251	-	106,251
Miscellaneous	49,826		49,826
Total general revenues	$ 4,962,497	$ (13,834)	$ 4,948,663
Excess (Deficiency) of revenues over expenditures	(730,954)	730,954	-
Change in net position	-	(758,008)	(758,008)
Fund Balance/Net Position Beginning of the year	2,006,129	700,904	2,707,033
End of the year	$ 1,275,175	$ 673,850	$ 1,949,025

See Accompanying Notes to the Financial Statements

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements for the District have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. More significant of these accounting policies are described below.

REPORTING ENTITY

The Williamson County Emergency Services District No. Eight (the District) was created by Article III, Section 48-e of the Constitution of Texas as proposed by SJR, No. 27, Acts of the 70th Legislature, Regular Session 1987, and adopted by the voters at an election held May 7, 2005, to protect life and property from fire and to conserve natural and human resources.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The basic - but not the only - criterion for including a potential component unit with the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering whether the activity benefits the government and/or its citizens, or whether the activity is conducted within the geographic boundaries of the government and is generally available to its citizens. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the government is able to exercise oversight responsibilities. Based upon the application of these criteria, no potential component units appear to exist.

BASIS OF PRESENTATION

Basic Financial Statements

Basic Financial Statements and Management Discussion and Analysis for State and Local Governments set forth minimum criteria for the determination of major funds based on a percentage of the assets, liabilities, revenues, or expenditures/expenses or either fund category or governmental and enterprise combined. Due to the fund structure of the District, all funds have been classified as major funds. As a part of this Statement, there is a reporting requirement regarding the local government's infrastructure (road, bridges, etc.). The District does not own any infrastructure assets and therefore is unaffected by this requirement.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. The reporting model focus is on either the District as a whole or major individual funds (within the fund financial statements). In the government-wide Statement of Net Position both the governmental and business-type activities columns are presented on a consolidated basis by column, and are reflected on a full accrual, economic resources basis, which incorporates long-term assets and receivables as well as long-term debt and obligations. The District does not have any business-type or fiduciary activities.

The Government-wide Statement of Activities reflects both the gross and net cost per functional category which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. The program revenues must be directly associated with the function.

The District does not currently employ indirect cost allocation systems.

The government-wide focus is more on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The governmental fund statements are presented on a current financial resource and modified accrual basis of accounting. This presentation is deemed appropriate to (a) demonstrate legal compliance, (b) demonstrate the source and use of liquid resources, and (c) demonstrate how the District's actual experience conforms to the budget or fiscal plan.

GASB provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the fund's statement (General, Debt Service & Capital Projects) in the first three columns. The next column is an adjustments column. It reconciles the amounts reported in the governmental funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

Fund Accounting

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues, and expenditure/expenses. A fund is considered major if it is the primary operating fund of the District or meets the following criteria:

a. Total assets, liabilities, revenues, or expenditures/expenses of that individual governmental fund are at least 10 percent of the corresponding total for all funds of that category or type; and

b. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental fund are at least 5 percent of the corresponding total for all governmental funds combined.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The focus of Governmental Fund measurement (in the Fund Financial Statements) is based upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The District reports the following major governmental funds:

General Fund

The General Fund is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

BASIS OF ACCOUNTING

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are presented on an accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual; i.e., when they become both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The District considers all revenues as available if they are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred.

In applying the "susceptible to accrual" concept to intergovernmental revenues pursuant to GASB Statement #33, the provider should recognize liabilities and expenses and the recipient should recognize receivables and revenues when the applicable eligibility requirements including time requirements, are met. Resources transmitted before the eligibility requirements are met, under most circumstances, should be reported as advances by the provider and deferred revenue by the recipient.

BUDGETS

The District follows these procedures in establishing the budget reflected in the financial statements:

1. Prior to the beginning of each fiscal year, the District prepares a budget. The operating budget includes proposed expenditures and the means of financing those expenditures and is prepared in accordance with the basis of accounting utilized by that fund.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

2. Public meetings are conducted at which all interested persons' comments concerning the budget are heard. After such meetings, the Board of Commissioners formally adopts the budget through passage of a motion in a public meeting.

3. The District amends the budget throughout the year approving such additional expenses. The amended budget is used in presenting the Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual.

4. All annual appropriations lapse at fiscal year-end.

The General Fund did have expenditures in excess of appropriations this deficit was offset with prior year fund balance.

DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES

The District adopted GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position,* which provides guidance for reporting the financial statement elements of deferred outflows of resources, which represent the consumption of the District's net position that is applicable to a future reporting period, and deferred inflows of resources, which represent the District' acquisition of net position applicable to a future reporting period.

The District adopted GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities,* which establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

CASH AND CASH EQUIVALENTS

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

AD VALOREM PROPERTY TAXES

Delinquent taxes are prorated based on rated adopted for the year of the levy. Allowances for uncollectibles within the General Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature. There were no allowance for uncollectible property taxes as of September 30, 2023.

LEASES

The District complies with GASB Statement No. 87, *Leases*, which requires the recognition of certain lease assets and liabilities. It also establishes a single model for lease accounting based on the principle that leases are financing of the right to use an asset.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

For those leases where the District is the lessee, the District recognized a lease liability and a lease asset at the commencement of the lease term excluding leases below the capitalization threshold of $5,000 per unit, short-term leases, and leases that transferred ownership of the underlying asset. The lease liability was measured at the present value of payments expected to be made during the lease term less any lease incentives. The lease asset was measured at the amount of the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs. The cost of all leased assets is amortized over the shorter of the lease term or the useful life of the underlying asset.

For those leases where the underlying lease asset transferred ownership, the District followed the provision applicable to capital assets and to long-term debt or payables, depending on the financing as directed by GASB 87.

The District uses estimates and judgments to determine the lease term and the discount rate it uses to discount the expected lease payments and lease receipts to present value. The District uses the interest rate identified in the contract as the discount rate, unless one is not specified, in which case the District uses its estimated incremental borrowing rate as the discount rate.

The lease term includes the noncancelable period of the lease and extensions the District is reasonably certain to exercise. The District continually monitors changes in circumstances that are expected to significantly affect the amount of a lease liability or receivable that may require a remeasurement of its leases.

Additional information on leases can be found in Note 5 and 6.

CAPITAL ASSETS

The accounting treatment over property, plant, and equipment (capital assets) depends on whether the assets are reported in the government-wide or fund financial statements.

Government-wide Statements

In the government-wide financial statements, fixed assets are accounted for as capital assets. Property, plant and equipment purchased or acquired is carried at historical cost or estimated historical cost. Contributed assets are recorded at the fair market value as of the date received. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

Leased assets are recorded at the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs. The cost of all leased assets is amortized over the shorter of the lease term or the useful life of the underlying asset.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Depreciation of all exhaustible capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Position. Depreciation and amortization of all assets is provided on the straight-line basis over the estimated useful lives with no salvage value. The range of estimated useful lives by type of asset is as follows:

Buildings and Structures	40 years
Vehicles	7-20 years
Other Equipment	10-20 years

The District does not own any infrastructure assets.

Lease assets are amortized over the life of the associated contract.

Fund Financial Statements

In the fund financial statements, capital assets are accounted for as capital outlay expenditures of the governmental fund upon acquisition.

EQUITY CLASSIFICATIONS

Government-wide Statements

Equity is classified as net position and displayed in three components:

a. Net Investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

b. Restricted net position – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulation of other government; or (2) law through constitutional provisions or enabling legislation.

c. Unrestricted net position – All other net position that does not meet the definition of "restricted" or "net investment in capital assets."

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Fund Statements

Governmental fund equity is classified as fund balance. Fund balance is further classified as non-spendable or spendable with spendable being further classified into restricted, committed, assigned or unassigned.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

COMPENSATED ABSENCES

The District had no employees as of year-end.

RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District purchases its insurance from regular commercial companies. As of September 30, 2023, no claims or losses have been incurred that were not covered by insurance. There is no liability due to any claim or suit having ever been filed.

USE OF ESTIMATES

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements and the reported amounts of income and expenses during the period. Operating results in the future could vary from the amounts derived from management's estimates.

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

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

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

RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

In May 2020, the GASB issued Statement No. 96, *Subscription-Based Information Technology Arrangements*, effective for fiscal years beginning after June 15, 2022. The Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset – an intangible asset – and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. The implementation of GASB 96 did not have a material impact on the District's financial statements, the adoption did not result in a restatement of previously reported fund balance for the year ended September 30, 2023.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In June 2022, the GASB issued Statement No. 101, *Compensated Absences*, effective for fiscal years beginning after December 15, 2023. The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. Management is evaluating the effects that the full implementation of GASB Statement No. 101 will have on its financial statements for the year ended September 30, 2025.

NOTE 2: CASH

Deposits were with a contracted depository bank, Union State Bank. As of year-end, deposits exceeded FDIC coverage. Therefore, in accordance with the depository contract, Union State Bank has pledged additional collateral. This collateral consisted of U.S. Government and Local State Securities, having a market value of $5,539,017 (Category 2). At September 30, 2023, the carrying amount of the District's deposits was $1,274,130, and the bank balance was $1,278,627.

The collateral pledged is represented by specific identifiable investment securities and classified as to credit risk by the three categories described below:

Category 1 -Insured by FDIC or collateralized with securities held by the District or by its agent in its name.
Category 2 -Uninsured but collateralized with securities held by the pledging financial institution's trust department or agent in the District's name.
Category 3 -Uncollateralized.

	Carrying Value	Bank Balance
Category 1	$250,000	$250,000
Category 2	1,024,130	1,028,627
Category 3	-0-	-0-
	$1,274,130	$1,278,627

NOTE 3: PROPERTY TAXES

The District uses the Williamson County Tax Assessor Collector to bill and collect its property tax. The District's property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the District. An enforceable lien is attached to the property as of January 1. The assessed value of the roll as of January 1, 2022, upon which the 2022 levy was based, was $4,973,480,979 as certified by the Williamson County Central Appraisal District.

Taxes are due by January 31 following the October 1 levy date. The total 2022 levy was $4,973,481 and the tax rate was $0.10 per $100 assessed valuation. Property taxes are considered fully collectible and therefore no allowance for uncollectible taxes is provided.

NOTE 4: COMMITMENTS

The District has entered into an agreement with the City of Georgetown Fire Department to provide fire protection and suppression, fire prevention, hazardous material control, emergency rescue and other assistance to the public as necessary. Payments are made quarterly and totaled $5,570,000 for the year. This contract and the related fee are renegotiated annually.

NOTE 5: CAPITAL ASSETS

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

	Balance 9/30/2022	Additions/ Completions	Retirements/ Adjustments	Balance 9/30/2023
Governmental Activities:				
Depreciable capital assets				
Vehicles	342,528	-	-	342,528
Equipment	392	-	-	392
Total depreciable capital assets	342,920	-	-	342,920
Less accumulated depreciation for:				
Vehicles	(342,528)	-	-	(342,528)
Equipment	(392)	-	-	(392)
Total accumulated depreciation	(342,920)	-	-	(342,920)
Total depreciable capital assets, net	-	-	-	-
Intangible Right-of-Use Assets				
Leased office space	654,526	-	-	654,526
Total capital assets being amortized	654,526	-	-	654,526
Less accumulated amortization for:				
Leased office space	(26,440)	(13,220)	-	(39,660)
Total accumulated amortization	(26,440)	(13,220)	-	(39,660)
Net intangible right-of-use assets	628,086	(13,220)	-	614,866
Governmental activities capital assets, net	628,086	(13,220)	-	614,866

Current year depreciation expense was $-0- and amortization expense is $13,220.

NOTE 6: LEASES

The District, as a lessee, has entered into a lease agreement with the City of Georgetown for the use of 890 square feet of office space in a facility for a period of approximately 50 years. This contract states that if this agreement is terminated prior to 2068 and an alternate location or method of amortization is not found, the City will pay the full remaining unamortized balance.

The total of the District's lease assets are recorded at a cost of $654,526, less accumulated amortization of $39,660.

NOTE 7: ANNEXATION OF DISTRICT LAND BY THE CITY OF GEORGETOWN

The City of Georgetown has the right to annex property within the District which could in the future result in a reduction of the total value of property within the District and a reduction in the total tax revenue to be collected. For the year ending September 30, 2023, the District has not been made aware of any annexations.

NOTE 8: FUND BALANCE

The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Those fund balance classifications are described below.

Non-spendable - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.

Restricted - Amounts that can be spent only for specific purposes because of constitutional provisions, or enabling legislation, or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed - Amounts that can only be used for specific purpose pursuant to approval by formal action by the Board. The Board is the highest level of decision-making authority for the District. Commitments may be established, modified, or rescinded only through resolutions approved by the Board.

Assigned - For the General Fund, amounts that are appropriated by the Board or Board designee that are to be used for specific purposes. For all other governmental funds, any remaining positive amounts not previously classified as non-spendable, restricted, or committed.

Unassigned - Amounts that are available for any purpose; these amounts can be reported only in the District's General Fund.

Fund balance of the District may be committed for a specific purpose by formal action of the Board, the District's highest level of decision-making authority. Commitments may be established, modified, or rescinded only through a resolution approved by the Board. The Board has delegated the authority to assign fund balance for a specific purpose to the District's Chief or Assistant Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

The Board has allocated funds to a contingency reserve to be used for future operational budgetary shortfalls in the event a budgetary deficit arises. As of September 30, 2023, $1,431,950 has been set aside and is reflected as part of Assigned Fund balance to meet the budgeted operating deficit for fiscal year 2023.

As of September 30, 2023, the District has not adopted a minimum fund balance policy.

NOTE 8: FUND BALANCE (continued)

Fund Balance:	
Nonspendable	
Prepaid Expenses	$ 4,632
Assigned	
Contingency Reserve	1,431,950
Total Assigned	1,431,950
Unassigned	(161,407)
Total Fund Balance:	$ 1,275,175

NOTE 9: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS

Differences between the Governmental Fund Balance Sheet and the Statement of Net Position:

The differences (as reflected in the adjustments column) primarily result from the long-term economic resources focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheet.

When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net position includes those capital assets among the assets of the District as a whole.

Cost of capital assets	$997,446
Accumulated Depreciation	(382,580)
	$614,866

Taxes receivable are offset by deferred revenues in the governmental funds and thus are not included in fund balance.

Deferred revenue	($58,984)

Differences between the Governmental Fund Operating Statement and the Statement of Net Activities:

The differences (as reflected in the adjustments column) arise primarily from the long-term economic resources focus of the statement of activities versus the current financial resources focus of the governmental funds.

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital outlay	$(-0-)
Amortization Expense	13,220

NOTE 9: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS (continued)

Because some property taxes will not be collected for several months after the district's fiscal year ends, they are not considered as "available" revenues in the governmental funds.

Adjustment for property taxes collected after year-end	($13,834)

NOTE 10: DATE OF MANAGEMENT'S REVIEW

Management has evaluated subsequent events through the date of the auditor's report, the date the financial statements were available to be issued.

Required Supplemental Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. EIGHT
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
BUDGET TO ACTUAL COMPARISON - GENERAL FUND
FOR THE YEAR ENDING SEPTEMBER 30, 2023

	Budget		Actual Amounts Budgetary Basis	Favorable/ (Unfavorable)
	Original	Final		
GENERAL REVENUES				
Ad Valorem Taxes	$ 4,721,500	$ 4,721,500	$ 4,786,388	$ 64,888
Penalties and Interest	13,000	13,000	20,032	7,032
Interest Income	8,400	8,400	106,251	97,851
Miscellaneous	-	-	49,826	49,826
Total Revenues	$ 4,742,900	$ 4,742,900	$ 4,962,497	$ 219,597
				-
EXPENDITURES/EXPENSES				-
Legal Notices	$ 1,200	$ 1,200	$ 410	$ 790
Tax Collector/Appraisal District Fees	27,000	27,000	28,228	(1,228)
Insurance & Bonds	4,300	4,300	4,204	96
Membership Dues	1,100	1,100	1,100	-
Fire Hydrant Grant Program	5,000	5,000	-	5,000
Professional Services	41,460	41,460	35,153	6,307
Contracted Services	5,570,000	5,570,000	5,570,000	-
Miscellaneous	100	100	-	100
Office Supplies	1,890	1,890	2,650	(760)
Public Outreach	20,000	58,000	49,826	8,174
Election Expense	15,000	15,000	-	15,000
Training & Travel	2,750	2,750	1,880	870
Total expenditures/expenses	$ 5,689,800	$ 5,727,800	$ 5,693,451	$ 34,349
Excess (Deficiency) of revenues over expenditures	$ (946,900)	$ (984,900)	$ (730,954)	$ 253,946
Fund Balance Beginning of the year			$ 2,006,129	
End of the year			$ 1,275,175	

See Accompanying Notes to the Financial Statements

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9

AUDITED FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION

FOR THE YEAR ENDED DECEMBER 31, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9

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The Accounting Firm
of
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CERTIFIED PUBLIC ACCOUNTANT

Independent Auditors' Report

To the Board of Directors
Williamson County Emergency Services District No. 9

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County Emergency Services District No. 9 as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County ESD No. as of December 31, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, on pages 3 – 10 and 26 - 27 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report date, May 30, 2024, on our consideration of the Williamson County ESD # 9's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Williamson County ESD # 9's internal control over financial reporting and compliance

Donald L. Allman, CPA

Georgetown, Texas

May 30, 2024

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2023

Our discussion and analysis of the Williamson County Emergency Services District No. 9's financial performance provides an overview of the District's financial activities for the fiscal year ended December 31, 2023. Please review it in conjunction with the transmittal letter and the District's basic financial statements, which begin on page 10.

FINANCIAL HIGHLIGHTS

Total net position increased $530,974 in 2023 for Williamson County ESD #9. The main reason for this increase was good management between income and expenses.

The District had $5,263,525 in expenses related to governmental activities with $5,794,499 in program revenues to cover the cost of these programs.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 10-11) provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 12. These statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the district's most financially significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities

Our analysis if the District as a whole begins on page 10. One of the most important questions asked about the District's finances is "Is the District as a whole better off or worse as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer that question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in them. You can think of the District's net position, the difference between assets, what the District owns, and liabilities, what the District owes, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's jurisdiction, the availability of capital projects, and continuing local governmental support to assess the overall health of the District.

Reporting the District's Most Significant Funds	Major Funds
Fund Financial Statements	-General

Our analysis of the District's major funds begins on page 12. The Fund financial statements begin on page 12 and provide detailed information about the most significant funds-not the District as a whole. Some funds are required to be established by State law. The District only has governmental funds.

Governmental Funds: The District's services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the district's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and Statement of Activities) and governmental funds in a reconciliation beside the fund financial statements, if applicable.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 16-23 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents budget to actual statements and schedules which can be found on pages 24-25 of this report.

THE DISTRICT AS A WHOLE

The District's total net position changed from a year ago, increasing from $8,623,911 to $9,154,885. Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the district's governmental activities.

Table 1

Net Position

	2023	2022
Cash and Current Assets	$ 7,176,828	$ 6,987,188
Property Taxes Receivable	1,682,619	1,856,031
Capital Assets	296,007	154,583
Total Assets	$ 9,155,454	$ 8,997,802
Current Liabilities	$ 569	$ 22,791
Long-term Obligations	-	351,100
Total Liabilities	$ 569	$ 373,891
Net Position:		
Net Investment in Capital Assets	$ 296,007	$ (17,176)
Reserved & Restricted	-	129,988
Unrestricted	8,858,878	8,511,099
Total Net Position	$ 9,154,885	$ 8,623,911

Net position of the District's activities increased $530,974. Unrestricted net position, the part of net position that can be used to finance day to day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – increased from $8,511,099 to $9,154,885 by the end of 2023.

Table 2 compares the 2023 change in net position to the 2022 change in net position.

Table 2
Changes in Net Position for 2023
Compared with 2022 Activity

	2023	2022	Change
Program Revenues:			
Property Taxes	$ 5,640,313	$ 5,762,883	$ (122,570)
Other revenue	33,647	30,898	$ 2,749
Refunds	-	1,969,341	$ (1,969,341)
Interest Income	120,539	5,973	114,566
Total Revenues	$ 5,794,499	$ 7,769,095	$ (1,974,596)
Program Expenses			
General Government	$ 5,263,525	$ 3,355,530	$ 1,907,995
Interest on L/T Debts	-	-	-
Total Expenses	$ 5,263,525	$ 3,355,530	$ 1,907,995
Net Position			
Increase / (decrease)	$ 530,974	$ 4,413,565	$ (3,882,591)

Table 3 presents the cost of each of the District's programs as well as each program's net cost (total cost less revenues generated by activities). The net cost shows the financial burden that was placed on the district by each of these functions.

Table 3
Governmental Activities

	Total Cost of Services		Net Cost of Services	
	2023	2022	2023	2022
General Government	$ 5,263,525	$ 3,355,530	$ 5,263,525	$ 3,355,530
Interest of L/T Debt	-	-	-	-
Total Expenses	$ 5,263,525	$ 3,355,530	$ 5,263,525	$ 3,355,530

THE DISTRICT'S FUND'S

Table 4
Changes in Year End Fund Balance

	2023	2022	% Change
General	$ 8,858,878	$ 8,511,099	4.1%
Debt Service	-	129,988	-100.0%
Capital Assets	296,007	(17,176)	-1823.4%
Total Governmental Balances	$ 9,154,885	$ 8,623,911	5.8%

Table 5 presents a summary of governmental fund revenues for the 2023 fiscal year and the amounts and percentages of increases and decreases in relation to the prior year.

Table 5
Total Governmental Fund Revenues

Revenue Source	2023	% of total	Increase or (Decrease) over 2022	Percent Increase (Decrease)
Property Taxes	5,640,313	97%	(122,570)	-2%
Other income	33,647	1%	2,749	0%
Refunds	-	0.00%	-	
Investment Income	120,539	2%	114,566	1918%
Total	$ 5,794,499	100.0%	$ (5,255)	-0.1%

Table 6 presents the general Fund budget and the difference between the original budget and final budget for fiscal year 2023. Table 7 discusses the variance between the final budget and the actual results for the year.

Table 6
Original and Final Budget

	Budgeted Amounts Original	Final	Variance
Revenues:			
Property Taxes	$ 5,987,707	$ 5,987,707	$ -
Interest Earnings	5,000	5,000	-
Total Revenues:	$ 5,992,707	$ 5,992,707	$ -

	Budgeted Amounts Original	Final	Variance
Expenditures:			
Current:			
General Government			
Professional Services	$ 40,250	$ 40,250	$ -
General Administrative	116,020	116,020	-
Reserve	500,000	500,000	-
Fire & EMT Services	5,379,033	5,379,033	-
Capital Outlay	-	-	-
Debt Service:	-	-	-
Total Expenditures:	$ 6,035,303	$ 6,035,303	$ -
Excess (Deficiency) of Revenues Over (Under) Expenditures	$ (42,596)	$ (42,596)	$ -

Original versus Final Budget

There were no material differences between original and final budgeted amounts for 2023.

Table 7
Final Budget versus Actual Results
General Fund

	Final Budget	Actual	Variance
Revenues:			
Property Taxes	$ 5,987,707	$ 5,640,313	$ (347,394)
Other revenue		33,647	$ 33,647
Refunds	0	-	-
Interest Earnings	5,000	120,539	115,539
Total Revenue:	$ 5,992,707	$ 5,794,499	$ (198,208)
Expenditures:			
Current:			
General Government	$ 5,535,303	$ 5,263,525	$ 271,778
Capital Outlay	-	-	-
Debt Service:	-	-	-
Total Expenditures	$ 5,535,303	$ 5,263,525	$ 271,778
Excess (Deficiency) of Revenues Over (Under) Expenditures	$ 457,404	$ 530,974	$ 73,570

Final Budget versus Actual Results

There is no material variance in budgeted and actual Property Tax revenues. The District has budgeted for service provider expenses to be normalized in future years.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At year-end, the District had capital assets consisting of a specialty vehicle, net of depreciation, with a value of $137,407.

Debt Administration

At year-end, the District had a loan payable with Government Capital Corporation for $0. This loan was paid off in full in June of 2023.

ECONOMIC FACTORS

The voters added additional territory to ESD9 in the Leander ETJ. This was added by election in 2021 and the district will begin receiving revenue at the end of 2022. The ESD has contracted the City of Leander Fire Department to service that territory.

The District operates solely in Williamson County and has since its inception. Almost 100% of the District's revenue comes from property taxes. The District's budgeting process must continue to work as closely as possible with the Williamson County Tax Assessor's office in order to meet the financial obligations of the District.

It is important that the District is able to succeed in carrying out its day-to-day operations and continue to be able to meet its financial obligations as well.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in the report or requests for additional information should be addressed to the Office of the Treasurer, P.O. Box 846, Round Rock TX, 78680.

Alan Forster, Treasurer
Williamson County Emergency Services District # 9

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9

STATEMENT OF NET POSITION

DECEMBER 31, 2023

ASSETS:	
CURRENT ASSETS:	
CASH AND CASH EQUIVALENTS	$ 7,176,828
PROPERTY TAXES RECEIVABLE	1,682,619
TOTAL CURRENT ASSETS	8,859,447
NONCURRENT ASSETS:	
CAPITAL ASSETS - BUILDING, EQUIPMENT & TRUCKS	$ 296,007
TOTAL NONCURRENT ASSETS	296,007
TOTAL ASSETS	$ 9,155,454
LIABILITIES:	
CURRENT LIABITLITIES:	
ACCOUNTS PAYABLE	$ 569
UNEARNED REVENUE	-
CURRENT PORTIONOF LONG-TERM DEBT	-
TOTAL CURRENT LIABILITIES	569
NON CURRENT LIABILITIES:	-
TOTAL LIABILITIES	**$ 569**
NET POSITION:	
NET INVESTMENT IN CAPITAL ASSETS	$ 296,007
RESERVED & RESTRICTED	-
UNRESTRICTED	8,858,878
TOTAL NET POSITION	**$ 9,154,885**

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2023

Functions/Programs	Expenses	Program Revenues	Net Revenue and Change in Net Position Primary Government Governmental Activities
Governmental Activities:			
General Government	$ 5,263,525	$ 5,673,960	$ 410,435
Interest on Long-Term Debt	-	-	-
Total Governmental Activities	$ 5,263,525	$ 5,673,960	$ 410,435

General Revenues:	$ 410,435
Unrestricted Interest Earnings	120,539
Total General Revenues	530,974
Change in Net Position	530,974
Net Position - Beginning	8,623,911
Net Position - Ending	$ 9,154,885

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISSTRICT No. 9

BALANCE SHEET – GOVERNMENTAL FUNDS

DECEMBER 31, 2023

	General	Debt Service	Total Governmental Funds
Assets:			
Cash and Cash Equivalents	$ 7,176,828	$ -	$ 7,176,828
Property Taxes Receivable	1,682,619	-	1,682,619
Total Assets:	$ 8,859,447	$ -	$ 8,859,447
Liabilities and Fund Balances			
Liabilities:			
Accounts Payable	$ 569	$ -	$ 569
Unearned Revenue	$ 1,682,619		$ 1,682,619
Total Liabilities	$ 1,683,188	$ -	$ 1,683,188
Fund Balances			
Restricted for Debt Service	$ -	$ -	-
Committed for Board Reserve	$ 100,000		$ 100,000
Unassigned	7,076,259	-	7,076,259
Total Fund Balances	**$ 7,176,259**	**$ -**	**$ 7,176,259**
Total Liabilities and Fund Balances	**$ 8,859,447**	**$ -**	**$ 8,859,447**

See accompanying notes to financial statements.

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITION
OF GOVERNMENTAL ACTIVITIES
December 31, 2023

Total fund balance - total governmental funds	$ 7,176,259
Amounts reported for governmental activities in the statement of net position are different because:	
Loans payable	-
Capital assets, net of accumulated depreciation	296,007
Property taxes not collected	$ 1,682,619
Net position of governmental activities	$ 9,154,885

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
DECEMBER 31, 2023

	General	Debt Service	Other	Total Governmental Funds
Revenues:				
Property Taxes	$ 5,619,834	$ -	$ -	$ 5,619,834
Other Income	33,647	-	-	33,647
Refunds	-			-
Interest Earnings	120,539	-	-	120,539
Total Revenues:	$ 5,774,020	$ -	$ -	$ 5,774,020
Expenditures:				
Current:				
General Government	$ 5,228,727	$ -	$ -	$ 5,228,727
Capital Outlay	176,222	-	-	176,222
Debt Service:	-	-	-	-
Principal	180,000	-	-	180,000
Interest	-	-	-	-
Total Expenditures	**$ 5,584,949**	**$ -**	**$ -**	**$ 5,584,949**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 189,071**	**$ -**	**$ -**	**$ 189,071**
Other Financing Sources (Uses)				
Transfers In	$ 29,988	$ -	$ -	$ 29,988
Transfers Out	-	(29,988)	-	(29,988)
Total Other Financing Sources (Uses)	$ 29,988	$ (29,988)	$ -	$ -
Net Change in Fund Balances	**$ 219,059**	**$ (29,988)**	**$ -**	**$ 189,071**
Fund Balances (Deficit) - Beginning	$ 6,957,200	29,988	-	6,987,188
Fund Balances (Deficit) - Ending	**$ 7,176,259**	**$ -**	**$ -**	**$ 7,176,259**

See accompanying notes to the financial statements

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2023

Net change in fund balance - total governmental funds	$	189,071
Amounts reported for governmental activities in the statement of net assets are different because:		
Difference in property taxes collected for governmental funds and government wide funds		(173,412)
Capital Outlay	$	176,222
Payoff loan		180,000
Depreciation Expense	$	(34,798)
Deferred revenue		193,891
Changes in net position of governmental activities.		$530,974

See accompanying notes to the financial statements

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Williamson County Emergency Services District No. 9 (the District) is a political subdivision of the state of Texas. The entity is responsible for providing emergency services in Williamson County, Texas. The District provides emergency services through a contract with a local Fire Department. The district was created and operates under Article III, Section 48-e, of the Texas Constitution, as proposed by S.J.R. No. 27, Acts of the 70th Legislature, Regular session, 1987, and adopted by the voters at an election held November 3, 1987.

The District is governed by a Board of Commissioners that acts as the authoritative and legislative body of the entity. The Board of Commissioners elects officers for the following positions; President, Vice-President, Treasurer, Secretary and Fire Department Liaison. No board member receives compensation for serving on the Board, except for the Treasurer and Secretary receiving a stipend for administrative duties in day-to-day business.

The accompanying statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The financial statements include all organizations, activities, and functions that comprise the District. Component units are legally separate entities for which the District (the primary entity) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the organization's governing body and either (1) the district's ability to impose its will over the organization or (2) the potential that the organization will provide a financial benefit to, or impose a financial burden on, the District. Using these criteria, the District has no component units.

Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all of the non-fiduciary activities of the primary government.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-wide and fund financial statements

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include consist of Ad Valorem taxes received from the County's appraisal district.

Measurement focus, basis of accounting, and financial statement presentation

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

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 31 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government Funds

Government funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District.

Debt Service Fund – The Debt Service fund accounts for the servicing of general long-term debt and revenues reserved for the payment of long-term debt. There is long-term debt as of 12/31/23 in the amount of $0.

Capital Projects Fund – The Capital Projects fund is used to account for all buildings, equipment and fire trucks purchased by the District and revenues allocated for the payment of capital projects. A specialty vehicle was purchased for $176,222 in 12/31/23.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within thirty-one days of fiscal year-end. Under the modified accrual basis, only interest is considered to be both measurable and available at fiscal year-end. Non-exchange transactions, in which the District receives value without directly giving value in return, includes grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenues – Exchange and Non-Exchange Transactions (Continued)

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the District must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses / Expenditures

On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

Cash and Cash Equivalents

Cash and equivalents include all highly-liquid investments with a maturity of three months or less at the date of purchase. During 2023, cash and cash equivalents accounts were limited to First Citizens Bank and Wells Fargo Analyzed Business Checking Plus Public Funds. The District at times has an amount in its depository account that exceeds the maximum amount secured by the Federal Deposit Insurance Corporation (the Pledgor). Williamson County ESD #9 (the Pledgee) has selected First Citizens Bank and Wells Fargo Bank, National Association as the depository and required that the Pledgor secure the deposited funds to the extent they are not insured by FDIC by pledging book-entry securities (Eligible Securities) of any type permitted by the provisions of the Public Funds Collateral Act, Title 10, Chapter 2257 of the Texas Government Code, as in effect from time to time (the "Governing Statutes"), which are eligible to be held in a securities account at a Federal Reserve Bank under Federal Reserve Bank Operating Circular 7. Pledgee and Pledgor have selected the Federal Reserve Bank of San Francisco (Custodian) to hold the pledged securities in custody and safekeeping pursuant to the terms of the Governing Statutes, Federal Reserve Bank Operating Circular 7 as in effect from time to time (Circular 7), and the Custody Agreement for Book-Entry Securities, Appendix C, to circular 7 (the "Custody Agreement"), the provisions of which are incorporated herein by reference. Pledgee and Pledgor agree as follows:

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents

1. Grant of Security Interest; Instructions Regarding Collateral. Pledgor hereby grants to Pledgee a security interest in all Eligible Securities held by Custodian and reflected on Custodian's records as being pledged to Pledgee (the "Collateral").

2. Amount of Collateral. The aggregate market value of Eligible Securities held by Custodian at all times during this agreement must be in an amount not less than one hundred percent (100%) of (a) the amount of Pledgee's collected funds on deposit with Pledgor, increased by (b) the amount of accrued but uncredited interest on such deposited funds, (c) reduced by that portion of the funds insured by FDIC.

Restricted Assets

Restricted assets are cash and cash equivalents whose use is limited by legal requirements. Restricted cash with fiscal agent represents amounts required by debt covenant to be segregated for final year debt payment and accrued interest on the bonds.

Interfund Transactions

During the course of normal operations, the District has numerous transactions between funds. Interfund transactions are generally classified as follows:

Operating transfers are reported as "Other Financing Sources and Uses" in the governmental funds, as "Transfers In" by the recipient fund, and "Transfers Out" by the disbursing fund.

On the governmental funds balance sheet, receivables and payables resulting from short-term interfund loans are classified as "interfund loan receivables/payables." These amounts are eliminated on the statement of net assets.

Capital Assets

General capital assets generally result from expenditures in the governmental funds. These assets are reported on the government-wide statement of net assets and in the Capital Projects Fund. All capital assets are recorded at cost and updated for additions and retirements during the year. The District does not possess building infrastructure. Other capital assets consist of a laptop computer. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Reservations of Fund Balance

The District records reservations for portions of fund equity which are legally segregated for specific future use or which do not represent available expendable resources and therefore, are not available for appropriations or expenditures in the governmental fund balance sheet. Unreserved fund balance indicates that portion of fund equity, which is available for appropriations, in future periods. Fund equity reserves have been established for encumbrances in the general and capital projects fund and for future debt service in the debt service fund. If restricted and unrestricted assets are available for the same purpose, then restricted assets will be used before unrestricted assets.

Net Position

Net position presents the difference between assets and liabilities in the statement of net assets. Net investment in capital assets is reduced by the outstanding balances or any borrowing used for the acquisition, construction, or improvement of those assets. Net position is reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Accrued Liabilities

The District reports accrued liabilities on the statement of net position. The District has liabilities of $0 as of December 31, 2023.

NOTE 2 – TAX REVENUES

The District's tax revenue is collected by County of Williamson, Texas, (the county) under the provisions of a tax collection agreement signed October 3, 2000. Under the agreement, the County is responsible for making the calculations necessary for the District to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code and collecting the appropriate tax. The County periodically remits the collected taxes to the District. The agreement may be terminated by either party on written notice, but neither party has expressed an interest in terminating the agreement.

NOTE 2 – TAX REVENUES (Continued)

The County provided the District with written reports necessary to keep the District advised of all financial information affecting the District. The District pays the county for its tax collection activity in four equal quarterly payments, which totaled $38,641 USD for 2023. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The tax rate for WCESD # 9 for 2023 is $.094855 per $100 valuation of property. The total adjusted original tax roll was $5,640,313 on $5,946,247,430 valuation from Williamson County. Property taxes receivable at 12/31/23 total $1,682,619 with $1,682,619 being current and $0 being delinquent.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. Statutes require the classification of funds held by the District into three categories.

Category 1 consists of "active" funds – those funds required to be kept in "cash" or "near cash" status for immediate use by the District. Such funds must be maintained either as cash in the District Treasury or in depository accounts payable or withdrawal on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of "inactive" funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited for invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

Category 3 consists of "interim" funds – those funds not needed for immediate use, but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

United States Treasury notes, bills, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal or interest by the United States. Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities.

Deposits

At year-end the carrying amount of the District's deposits was $7,176,828 and the bank balance was $7,176,828. The bank balance's in excess of FDIC coverage are secured by a collateralization agreement with First Citizens Bank and Wells Fargo Bank National Association that ensures that all of the Williamson County ESD #9's funds are guaranteed to be covered by collateralized securities.

NOTE 3 – CASH AND CASH EQUIVALENTS (Continued)

Deposits (Continued)

This agreement ensures that all of Williamson County ESD #9's funds are safe and secure and no loss of funds could be realized in the event of bank failure.

NOTE 4 – GENERAL FIXED ASSETS

The District had fixed assets of $347,981 consisting of a specialty vehicles, net of depreciation of $34,798, as of December 31, 2023.

	Balance 9/30/2022	Additions	Retirements	Balance 9/30/2023
Capital assets not being depreciated:				
Land	-			-
Total				
Capital assets being depreciated:				
Vehicles	171,759	176,222		347,981
	-	-		-
Total Capital assets being depreciated	171,759	176,222		347,981
Total Capital Assets				
Less: Accumulated Depreciation	(17,176)	(34,798)		(51,974)
Net Capital Assets	154,583	(34,798)		296,007

NOTE 5 – GENERAL LONG-TERM DEBT

The District has general long-term debt of $0 as of December 31, 2023. This loan was paid off in full in June 2023.

	Balance 9/30/2022	Additions	Retirements	Balance 9/30/2023	Due Within One Year
Governmental activities					
2022 Government Capital Corp	180,000	-	180,000	-	-
	$ 180,000	$ -	$ 180,000	$ -	$ -

NOTE 6 – CONTINGENCIES

As of December 31, 2023, the District did not have any material pending litigation or potential non-disclosed liabilities.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) GENERAL FUND

FOR THE YEAR ENDED DECEMBER 31, 2023

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
Revenues:				
Property Taxes	$ 5,976,707	$ 5,976,707	$ 5,619,834	$ (356,873)
Other Income	11,000	11,000	33,647	22,647
Refunds			-	
Interest Earnings	5,000	5,000	120,539	115,539
Total Revenues	**$ 5,992,707**	**$ 5,992,707**	**$ 5,774,020**	**$ (218,687)**
Expenditures:				
Current:				
General Government	$ 5,535,303	$ 5,535,303	$ 5,228,727	$ 306,576
Capital Outlay	-	-	176,222	(176,222)
Debt Service: Interest Expense	-	-	180,000	(180,000)
Total Expenditures	**$ 5,535,303**	**$ 5,535,303**	**$ 5,584,949**	**$ (49,646)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 457,404**	**$ 457,404**	**$ 189,071**	**$ (268,333)**
Other Financing sources (Uses)			-	
Transfers In	-	-	-	-
Transfers Out	$ -	$ -	$ -	$ -
Total Other Financing Sources (Uses)	$ -	$ -	$ -	$ -
Excess (Deficiency of Revenues And Other Financing Sources Over (Under) Expenditures and Other Financing Sources (Uses)			**$ 189,071**	
Fund Balance Beginning of Year			6,987,188	
Fund Balance End of Year			**$ 7,176,259**	

See accompanying notes to the financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Process

The budgetary process is prescribed by the provisions of the Texas Constitution and entails the preparation of budgetary documents within an established timeline. Legally, the Texas Constitution does not strictly impose a requirement on the District to follow the budgetary process but the district chose to follow the budgetary process. The major documents prepared are an estimated budget with revenues and expenditures. The level of budgetary control is at the object level for the District. The budget is not amended for modifications or changes during the year. All expenditures are approved by the Board beforehand.

Estimated Resources

As part of the District's budgetary process, the Board approves the official estimated resources. The official estimated resources state the projected revenue for the district. The estimated revenue is calculated from information from the Williamson County Appraisal District. The budget is not revised or amended for increases or decreases in estimated revenues.

Appropriations

Estimated appropriations are prepared for the annual budget. All appropriations, no matter how small or how large, still must be approved by the Board before remittance, whether or not they were included in the budget.

Budgetary Basis of Accounting

The District's budgetary process accounts for certain transactions on a basis other than GAAP. The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary process, revenues and expenditures are recognized on the cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements.

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Williamson County ESD # 9

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County ESD # 9 as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise Williamson County ESD # 9's basic financial statements, and have issued our report thereon dated May 30, 2024.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson County ESD # 9's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Williamson County ESD # 9's internal control. Accordingly, we do not express an opinion on the effectiveness of Williamson County ESD # 9's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County ESD #9's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA

Georgetown, TX

May 30, 2024

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 10

AUDITED FINANCIAL STATEMENTS

AND SUPPLEMENTAL SCHEDULES

AND INDEPENDENT AUDITOR'S REPORT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 10

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The Accounting Firm of Donald L. Allman, CPA

Independent Auditor's Report

To the Board of Directors
Williamson County Emergency Services District No. 10

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County Emergency Services District No. 10 as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County ESD No. 10 as of September 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, on pages 3 – 10 and 26 - 27 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report date, May 29, 2024, on our consideration of the Williamson County ESD # 10's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Williamson County ESD # 10's internal control over financial reporting and compliance

Donald L. Allman, CPA

Georgetown, Texas
May 29, 2024

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Our discussion and analysis of the Williamson County Emergency Services District No. 10's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2023. Please review it in conjunction with the transmittal letter and the District's basic financial statements, which begin on page 11.

FINANCIAL HIGHLIGHTS

Total net position increased $82,417 which represents net income for 2023.

The District had $631,159 in expenses related to governmental activities with $713,576 in program revenues to cover the cost of these programs. The excess revenues were kept to increase the cash balance and unrestricted net position.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 11-12) provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 13. These statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most financially significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities
Our analysis of the District as a whole begins on page 11. One of the most important questions asked about the District's finances is "Is the District as a whole better off or worse as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer that question.

These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in them. You can think of the District's net position, the difference between assets, what the District owns, and liabilities, what the District owes, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's jurisdiction, the availability of capital projects, and continuing local governmental support to assess the overall health of the District.

Reporting the District's Most Significant Funds Major Funds

Fund Financial Statements -General

Our analysis of the District's major funds begins on page 13. The Fund financial statements begin on page 13 and provide detailed information about the most significant funds-not the District as a whole. Some funds are required to be established by State law. The District only has governmental funds.

Governmental Funds: The District's services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in a reconciliation beside the fund financial statements, if applicable.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 17-24 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents budget to actual statements and schedules which can be found on pages 26 of this report.

THE DISTRICT AS A WHOLE

The District's total net position changed from a year ago, increasing from $471,360 to $567,824. Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the District's governmental activities.

Table 1

Net Position

	2023	2022
Cash and Current Assets	$ 300,439	$ 269,647
Restricted Cash	121,097	406,354
Property Taxes Receivable	17,359	8,096
Capital Assets	989,125	424,444
Total Assets	$ 1,428,020	$ 1,108,541
Current Liabilities	$ 84,831	$ 62,938
Long-term Obligations	692,948	477,779
Total Liabilities	$ 777,779	$ 540,717
Net Position:		
Net Investment in Capital Assets	$ 211,346	$ 208,308
Restricted	121,097	81,773
Unrestricted	317,798	277,743
Total Net Position	$ 650,241	$ 567,824

Net position of the District's activities increased 14.5% or $82,417. Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – increased from $277,743 to $317,798 by the end of fiscal year 2023.
Table 2 compares the 2023 change in net position to the 2022 change in net position.

Table 2
Changes in Net Position for 2023
Compared with 2022 Activity

	2023	2022	Change
Program Revenues:			
Property Taxes	$ 642,900	$ 469,505	$ 173,395
Wilco Stipend	35,936	36,816	$ (880)
Other revenue	19,630	17,422	$ 2,208
Grant income		-	$ -
Interest Income	15,110	1,413	13,697
Total Revenues	$ 713,576	$ 525,156	$ 188,420
Program Expenses			
General Government	$ 612,324	$ 416,447	$ 195,877
Interest on L/T Debts	18,835	12,245	(6,590)
Total Expenses	$ 631,159	$ 428,692	$ 189,287
Net Position			
Increase / (decrease)	$ 82,417	$ 96,464	$ (14,047)

Table 3 presents the cost of each of the District's programs as well as each program's net cost (total cost less revenues generated by activities). The net cost shows the financial burden that was placed on the District by each of these functions.

Table 3
Governmental Activities

	Total Cost of Services		Net Cost of Services	
	2023	2022	2023	2022
General Government	$ 631,159	$ 428,692	$ 631,159	$ 428,692
Interest of L/T Debt	-	-	-	-
Total Expenses	$ 631,159	$ 428,692	$ 631,159	$ 428,692

THE DISTRICT'S FUND'S

Table 4
Changes in Year End Fund Balance

	2023	2022	% Change
General	$ 317,798	$ 277,743	14.4%
Debt Service	121,097	81,773	100.0%
Capital Assets	211,346	208,308	1.5%
Total Governmental Balances	$ 650,241	$ 567,824	12.7%

The 1.5% increase in Net Investment in Capital Assets balance is due to new assets. Restricted net position increased $39,324 due to new debt.

The 14.4% increase in the Unrestricted fund balance can be attributed to less expenses and more property tax revenues.

Table 5 presents a summary of governmental fund revenues for the 2023 fiscal year and the amounts and percentages of increases and decreases in relation to the prior year.

Table 5
Total Governmental Fund Revenues

Revenue Source	2023	% of total	Increase or (Decrease) over 2022	Percent Increase (Decrease)
Property Taxes	642,900	95%	173,395	27%
Other income	19,630	3%	2,208	11%
Investment Income	15,110	2%	13,697	91%
Total	$ 677,640	100.0%	$ 189,300	27.9%

Table 6 presents the General Fund budget and the difference between the original budget and final budget for fiscal year 2023. Table 7 discusses the variance between the final budget and the actual results for the year.

Table 6
Original and Final Budget

	Budgeted Amounts Original	Final	Variance
Revenues:			
Property Taxes	$ 622,381	$ 622,381	$ -
Other income	37,000	37,000	-
Total Revenues:	$ 659,381	$ 659,381	$ -

	Budgeted Amounts Original	Final	Variance
Expenditures:			
Current:			
General Government			
Professional Services	$ 92,450	$ 92,450	$ -
General Administrative	291,020	291,020	-
Reserve	-	-	-
Fire & EMT Services	186,655	186,655	-
Capital Outlay	64,704	64,704	-
Debt Service:	81,797	81,797	-
Total Expenditures:	$ 716,626	$ 716,626	$ -
Excess (Deficiency) of Revenues Over (Under) Expenditures	$ (57,245)	$ (57,245)	$ -

Original versus Final Budget

There were no material differences between original and final budgeted amounts for 2023.

Table 7
Final Budget versus Actual Results
General Fund

	Final Budget	Actual	Variance
Revenues:			
Property Taxes	$ 622,381	$ 633,637	$ 11,256
Other revenue		35,936	$ 35,936
Interest Earnings	37,000	34,740	(2,260)
Total Revenue:	$ 659,381	$ 704,313	$ 44,932
Expenditures:			
Current:			
General Government	$ 570,125	$ 451,561	$ 118,564
Capital Outlay	64,704	706,609	(641,905)
Debt Service:	81,797	81,773	24
Total Expenditures	$ 716,626	$ 1,239,943	$ (523,317)
Excess (Deficiency) of Revenues Over (Under) Expenditures	$ (57,245)	$ (535,630)	$ (478,385)

Final Budget versus Actual Results

The variance in **Property Tax** revenues is due to the District increasing its overall property value due to growth and new construction.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At year-end, the District had $1,579,906 invested in equipment, trucks and computers. The net amount is $989,125 and represents a $564,681 net increase over the last year, which is due to additions in equipment and vehicles.

Debt Administration

At fiscal year-end, the District had $777,779 in notes payable for fire trucks and equipment. A new loan for $300,000 was entered into in 2023.

ECONOMIC FACTORS

The District operates solely in Williamson County and has since its inception. Almost 97% of the District's revenue comes from property taxes. The District's budgeting process must continue to work as closely as possible with the Williamson County Tax Assessor's office in order to meet the financial obligations of the District.

It is important that the District is able to succeed in carrying out its day-to-day operations and continue to be able to meet its financial obligations as well. The additional apparatus and equipment are vital to providing the best fire protection and EMT services to the citizens of the District.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Office of the Treasurer, P.O. Box 102, Coupland TX 78615.

Chad Richter, Treasurer
Williamson County Emergency Services District # 10

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 10
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

ASSETS:	
CURRENT ASSETS:	
CASH AND CASH EQUIVALENTS	$ 300,439
RESTRICTED CASH	121,097
PROPERTY TAXES RECEIVABLE	17,359
TOTAL CURRENT ASSETS	438,895
NONCURRENT ASSETS:	
CAPITAL ASSETS - BUILDING, EQUIPMENT & TRUCKS	$ 989,125
TOTAL NONCURRENT ASSETS	989,125
TOTAL ASSETS	**$ 1,428,020**
LIABILITIES:	
CURRENT LIABITLITIES:	
ACCOUNTS PAYABLE	$ -
UNEARNED REVENUE	-
CURRENT PORTIONOF LONG-TERM DEBT	84,831
TOTAL CURRENT LIABILITIES	84,831
NON CURRENT LIABILITIES:	692,948
TOTAL LIABILITIES	**$ 777,779**
NET POSITION:	
NET INVESTMENT IN CAPITAL ASSETS	$ 211,346
RESTRICTED	121,097
UNRESTRICTED	317,798
TOTAL NET POSITION	**$ 650,241**

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 10

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Functions/Programs	Expenses	Program Revenues	Net Revenue and Change in Net Position Primary Government Governmental Activities
Governmental Activities:			
General Government	$ 612,324	$ 678,836	$ 66,512
Interest on Long-Term Debt	-	(18,835)	(18,835)
Total Governmental Activities	$ 612,324	$ 660,001	$ 47,677

General Revenues:	$ 47,677
Other Revenues	34,740
Total General Revenues	82,417
Change in Net Position	82,417
Net Position - Beginning	567,824
Net Position - Ending	$ 650,241

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 10

BALANCE SHEET – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2023

	General	Debt Service	Total Governmental Funds
Assets:			
Cash and Cash Equivalents	$ 300,439	$ -	$ 300,439
Property Taxes Receivable	17,359	-	17,359
Restricted Cash		$ 121,097	$ 121,097
Total Assets:	$ 317,798	$ 121,097	$ 438,895
Liabilities and Fund Balances			
Liabilities:			
Accounts Payable	$ -	$ -	$ -
Unearned Revenue	$ 17,359		$ 17,359
Total Liabilities	$ 17,359	$ -	$ 17,359
Fund Balances			
Restricted for Debt Service	$ -	$ 121,097	121,097
Unassigned	300,439	-	300,439
Total Fund Balances	**$ 300,439**	**$ 121,097**	**$ 421,536**
Total Liabilities and Fund Balances	**$ 317,798**	**$ 121,097**	**$ 438,895**

See accompanying notes to financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 10
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITITON OF GOVERNMENTAL ACTIVITIES
SEPTEMBER 30, 2023

Total fund balance - total governmental funds	$	421,536
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets, net of accumulated depreciation		989,125
Property taxes not collected		17,359
Notes Payable		(777,779)
Restricted Cash for Capital Asset Purchase		-
Net position of governmental activities	$	650,241

See accompanying notes to financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 10

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023

	General	Debt Service	Other	Total Governmental Funds
Revenues:				
Property Taxes	$ 633,637	$ -	$ -	$ 633,637
Wilco Stipend	35,936	-	-	35,936
Other income	34,740	-	-	34,740
Total Revenues:	$ 704,313	$ -	$ -	$ 704,313
Expenditures:				
Current:				
General Government	$ 451,561	$ -	$ -	$ 451,561
Capital Outlay	706,609	-	-	706,609
Debt Service:	-	-	-	-
Principal	-	62,938	-	62,938
Interest	-	18,835	-	18,835
Total Expenditures	**$ 1,158,170**	**$ 81,773**	**$ -**	**$ 1,239,943**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ (453,857)**	**$ (81,773)**	**$ -**	**$ (535,630)**
Other Financing Sources (Uses)				
Restricted cash	305,746			305,746
Loan Proceeds	300,000			300,000
Transfers In	$ -	$ 121,097	$ -	$ 121,097
Transfers Out	(121,097)	-	-	(121,097)
Total Other Financing Sources (Uses)	$ 484,649	$ -	$ -	$ 605,746
Net Change in Fund Balances	**$ 30,792**	**$ 39,324**	**$ -**	**$ 70,116**
Fund Balances (Deficit) - Beginning	$ 269,647	81,773	-	351,420
Fund Balances (Deficit) - Ending	**$ 300,439**	**$ 121,097**	**$ -**	**$ 421,536**

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 10
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Net change in fund balance - total governmental funds	$	70,116
Amounts reported for governmental activities in the statement of net assets are different because:		
Difference in property taxes collected for governmental funds and government wide funds		(9,263)
Capital Outlay	$	706,609
Depreciation Expense	$	(141,928)
Repayment of Debt Principal		62,938
Loan proceeds		(300,000)
Restricted cash released from restrictions		(306,055)
Changes in net position of governmental activities.		$82,417

See accompanying notes to the financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Williamson County Emergency Services District No. 10 (the District) is a governmental unit of the State of Texas that was formed in May of 2005. The entity is responsible for providing fire and emergency services in Williamson County, Texas. The District provides fire and emergency medical services to a certain geographic portion of Williamson County including Thrall and Coupland, Texas, and an unincorporated area located in Williamson County. The District was created and operates under Article III, Section 48-3, of the Texas Constitution for the protection of human life and health as provided by that Act. The District's operations are governed by the Texas Health and Safety Code, Chapter 775 Emergency Services Districts.

The accompanying statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The financial statements include all organizations, activities, and functions that comprise the District. Component units are legally separate entities for which the District (the primary entity) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the organization's governing body and either (1) the District's ability to impose its will over the organization or (2) the potential that the organization will provide a financial benefit to, or impose a financial burden on, the District. Using these criteria, the District has no component units.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the non-fiduciary activities of the primary government.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues primarily consist of Ad Valorem taxes received from the County's appraisal district.

C. Measurement focus, basis of accounting, and financial statement presentation

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

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 31 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within thirty-one days of fiscal year-end. Under the modified accrual basis, only interest is considered to be both measurable and available at fiscal year-end. Non-exchange transactions, in which the District receives value without directly giving value in return, includes grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the District must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses/Expenditures

On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

C. Cash and Cash Equivalents

Cash and equivalents include all highly-liquid investments with a maturity of three months or less at the date of purchase. During 2023, cash and cash equivalents accounts were limited to the Citizen's National Bank checking account, and an Eagle bank savings account.

D. Restricted Assets

Williamson County ESD # 10 has restricted cash of $121,097 for the purpose of debt service.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. **Capital Assets**

General capital assets generally result from expenditures in the governmental funds. These assets are reported on the government-wide statement of net position and in the General Fund. All capital assets are recorded at cost and updated for additions and retirements during the year. The District does possess building infrastructure. Other Capital assets consist of computers, trucks and fire trucks. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not.

F. **Reservations of Fund Balance**

The District currently does not have any reservations of fund balance amounts.

G. **Net Position**

Net position present the difference between assets and liabilities in the statement of net position. Net Investment in capital assets are reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net assets are reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

H. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

I. Accrued Liabilities

The District reports accrued liabilities on the statement of net position. The District reports accounts payable of $0 during 2023.

NOTE 2 – TAX REVENUES

The District's tax revenue is collected by County of Williamson, Texas, (the County) under the provisions of a tax collection agreement signed September, 1995. Under the agreement, the County is responsible for making the calculations necessary for the District to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code and collecting the appropriate tax. The County periodically remits the collected taxes to the District. The agreement may be terminated by either party on written notice, but neither party has expressed an interest in terminating the agreement. The County provides the District with written reports necessary to keep the District advised of all financial information affecting the District. Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. The District pays the County for its tax collection activity in four quarterly payments, which totaled $3,346 USD for 2023. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The tax rate for WCESD # 10 for 2022 is $.10 per $100 valuation of property. The total adjusted original tax roll was $642,900 on $642,900,070 valuation. Property taxes receivable at 9/30/23 total $17,359 with $10,6822 being current and $6,677 being delinquent.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. Statutes require the classification of funds held by the District into three categories.

Category 1 consists of "active" funds – those funds required to be kept in "cash" or "near cash" status for immediate use by the District. Such funds must be maintained either as cash in the District Treasury or in depository accounts payable or withdrawal on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of "inactive" funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited or invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

Category 3 consists of "interim" funds – those funds not needed for immediate use, but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

- United States Treasury notes, bills, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal or interest by the United States.
- Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities

A. Deposits

At year-end the carrying amount of the District's deposits was $421,537 and the bank balance was $421,537. $145,060 was with Citizen's National Bank, $160,280 was with Frontier Bank and $116,197 was with Eagle Bank. Federal depository insurance coverage totals $750,000. The deposits were fully covered by FDIC insurance and collateralization.

NOTE 4 - GENERAL FIXED ASSETS

A summary of changes in general fixed assets for the year ended September 30, 2023:

	Balance 9/30/2022	Additions	Retirements	Balance 9/30/2023
Capital assets not being depreciated:				
Land	30,666			30,666
Total				
Capital assets being depreciated:				
Station	521,685			521,685
Apparatus & Vehicles	250,000	441,162		691,162
Equipment, Furniture & fixtures	101,612	265,447		367,059
Total Capital assets being depreciated	873,297	706,609		1,579,906
Total Capital Assets				
Less: Accumulated Depreciation	(448,853)	(141,928)		(590,781)
Net Capital Assets	424,444	(141,928)		989,125

Depreciation expense for the year ended 9/30/23 was $141,928.

NOTE 5 – GENERAL LONG-TERM DEBT

Williamon County ESD # 10 had long-term debt at September 30, 2023 consisting of the following:

	Balance 9/30/2022	Additions	Retirements	Balance 9/30/2023	Due Within One Year
Governmental activities					
2011 General obligation refunding	172,587	-	(25,393)	147,194	26,655
2019 Bank Qualified GO Bonds	43,549	-	(6,407)	37,142	6,726
2021 TexasPublicPropertyFCO	324,581	-	(31,138)	293,443	27,876
2023 Govt. Capital Corporation		300,000		300,000	23,574
	$ 540,717	$ 300,000	$ (62,938)	$ 777,779	$ 84,831

NOTE 5 – GENERAL LONG-TERM DEBT (Continue)

Year ending	Governmental Activities-General Fund Note Payable Government Capital Corporation	
September 30	Principal	Interest
2024	27,876	11,356
2025	28,955	10,277
2026	30,076	9,157
2027	31,240	7,993
2028	32,449	6,784
2029-2032	142,847	14,083
	293,443	59,650

Year ending	Governmental Activities-General Fund Note Payable Government Capital Corporation	
September 30	Principal	Interest
2024	26,655	7,314
2025	27,979	5,990
2026	29,370	4,599
2027	30,829	3,140
2028	32,361	1,608
	-	
	147,194	22,651

Year ending	Governmental Activities-General Fund Note Payable Government Capital Corporation	
September 30	Principal	Interest
2024	6,726	1,846
2025	7,060	1,511
2026	7,411	1,161
2027	7,779	792
2028	8,166	406
	-	-
	37,142	5,716

NOTE 5 – GENERAL LONG-TERM DEBT (Continue)

	Governmental Activities-General Fund	
Year ending	Note Payable Government Capital Corporation	
September 30	Principal	Interest
2024	23,574	15,750
2025	24,812	14,512
2026	26,115	13,210
2027	27,486	11,839
2028	28,929	10,396
2029-2033	169,084	27,538
	300,000	93,245

NOTE 6 – CONTINGENCIES

As of September 30, 2023, the District did not have any material pending litigation or potential non-disclosed liabilities.

Required Supplementary Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 10
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) GENERAL FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2023

FOR THE YEAR ENDED DECEMBER 31, 2023

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
Revenues:				
Property Taxes	$ 622,381	$ 622,381	$ 633,637	$ 11,256
Wilco Stipend	37,000	37,000	35,936	(1,064)
Other revenues	-	-	34,740	34,740
Total Revenues	**$ 659,381**	**$ 659,381**	**$ 704,313**	**$ 44,932**
Expenditures:				
Current:				
General Government	$ 570,125	$ 570,125	$ 451,561	$ 118,564
Capital Outlay	64,704	64,704	706,609	(641,905)
Debt Service: Interest Expense	81,797	81,797	81,773	24
Total Expenditures	**$ 716,626**	**$ 716,626**	**$ 1,239,943**	**$ (523,317)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ (57,245)**	**$ (57,245)**	**$ (535,630)**	**$ (478,385)**
Other Financing sources (Uses)			605,746	
Transfers In	-	-	-	-
Transfers Out	$ -	$ -	$ -	$ -
Total Other Financing Sources (Uses)	$ -	$ -	$ 605,746	$ -
Excess (Deficiency of Revenues And Other Financing Sources Over (Under) Expenditures and Other Financing Sources (Uses)			**$ 70,116**	
Fund Balance Beginning of Year			351,420	
Fund Balance End of Year			**$ 421,536**	

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 10

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Process

The budgetary process is prescribed by the provisions of the Texas Constitution and entails the preparation of budgetary documents within an established timeline. Legally, the Texas Constitution does not strictly impose a requirement on the District to follow the budgetary process but the District chose to follow the budgetary process. The major documents prepared are an estimated budget with revenues and expenditures. The level of budgetary control is at the object level for the District. The budget is not amended for modifications or changes during the year. All expenditures are approved by the Board beforehand.

1. Estimated Resources

As part of the District's budgetary process, the Board approves the official estimated resources. The official estimated resources state the projected revenue for the District. The estimated revenue is calculated from information from the Williamson County Appraisal District. The budget is not revised or amended for increases or decreases in estimated revenues.

2. Appropriations

Estimated appropriations are prepared for the annual budget. All appropriations, no matter how small or how large, still must be approved by the Board before remittance, whether or not they were included in the budget.

3. Budgetary Basis of Accounting

The District's budgetary process accounts for certain transactions on a basis other than GAAP. The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary process, revenues and expenditures are recognized on the cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements. See page 14 for a reconciliation between governmental funds and GAAP basis net equity fund balance.

The Accounting Firm
of
Donald L. Allman, CPA

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Williamson County ESD # 10

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County ESD # 10 as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise Williamson County ESD # 10's basic financial statements, and have issued our report thereon dated May 29, 2024 .

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson County ESD # 10's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Williamson County ESD # 10's internal control. Accordingly, we do not express an opinion on the effectiveness of Williamson County ESD # 10's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County ESD #10's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA, PC

Georgetown, TX
May 29, 2024

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 11

BASIC FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

FOR THE YEAR ENDED DECEMBER 31, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 11

BASIC FINANCIAL STATEMENTS

DECEMBER 31, 2023

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The Accounting Firm
of
Donald L. Allman, CPA

Donald L. Allman, CPA, PC
4749 Williams Drive, Ste. 322
Georgetown, Texas 78633

Independent Accountant's Compilation Report

To the Board of Commissioners of the
Williamson County Emergency Services District #11

We have compiled the accompanying financial statements, of the Williamson County Emergency Services District # 11 (WCESD 11), as of and for the year ending December 31, 2023, which collectively comprise the Williamson County Emergency Services District # 11's basic financial statements as listed in the table of contents. We have not audited or reviewed the accompanying financial statements, and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

The management of the Williamson County Emergency Services District # 11 is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has omitted the management's discussion and analysis information that is required to be presented for purposes of additional analysis. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Accounting principles generally accepted in the United States of America require that the budgetary comparison information on page 8, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. This information is the representation of management. This information was subject to our compilation engagement, however, we have not audited or reviewed the required supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such information.

Donald L. Allman, CPA
Georgetown, Texas
April 7, 2024

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 11
STATEMENT OF NET POSITION
December 31, 2023

ASSETS		
CURRENT ASSETS:		
Cash and Cash Equivalents	$	220,186
Property Taxes Receivable, net of allowance		68,360
Total Current Assets	$	288,546
PROPERTY AND EQUIPMENT:		
Total Property and Equipment	$	0
OTHER ASSETS:		
Total Other Assets	$	0
TOTAL ASSETS	$	288,546
LIABILITIES		
CURRENT LIABILITIES:		
Accounts Payable	$	0
Unearned Income Property Taxes		19,977
Total Current Liabilities	$	19,977
LONG-TERM LIABILITIES:		
Total Long-Term Liabilities	$	0
TOTAL LIABILITIES	$	19,977
NET POSITION:		
Unrestricted	$	268,569
Total Net Position	$	268,569
TOTAL LIABILITIES & NET POSITION	$	288,546

See accompanying notes and independent accountant's compilation report

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 11
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
FOR THE YEAR ENDED DECEMBER 31, 2023

Revenues:		
Property Taxes		$ 149,054
Miscellaneous		967
Interest		493
Total Revenues		$ 150,514
Operating Expenses:		
Accounting	$ 900	
Communications	0	
Contingency	0	
Fire Service	133,352	
Insurance	1,326	
Miscellaneous	0	
Office/Administration	320	
Tax Collection costs	790	
Training	345	
Total Operating Expenses		$ 137,033
Income (Loss) from Operations		$ 13,481
Change in Net Position		$ 13,481
Total net position - beginning		$ 255,088
Total net position - ending		$ 268,569

See accompanying notes and independent accountant's compilation report

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 11
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2023

CASH FLOWS FROM OPERATING ACTIVITIES:	
Property tax and other revenues received	$ 141,055
Cash paid for supplies and services	(119,091)
Net cash provided (used) by operating activities	5,555
CASH FLOWS PROVIDED (USED) BY INVESTING ACTIVITIES	
Net cash provided (used) by investing activities	0
CASH FLOWS PROVIDED (USED) BY FINANCING ACTIVITIES	
Net cash provided (used) by financing activities	0
NET INCREASE (DECREASE) IN CASH	5,555
CASH AT BEGINNING OF YEAR	214,631
CASH AT END OF YEAR	$ 220,186

RECONCILIATION OF NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:

Net Income (Loss)	$ 13,481
ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:	
Changes in assets and liabilities:	
(Increase)/ decrease in accounts receivable	(5,384)
Increase/(decrease) in deferred property tax revenue	(2,542)
Increase/(decrease) in accounts payable and accrued expenses	0
Total adjustments	(7,926)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:	$ 5,555

See accompanying notes and independent accountant's compilation report

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 11
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2023

NOTE A—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Williamson County Emergency Services District # 11 receives property taxes to fund fire protection and provide emergency medical services to residents in unincorporated area encompasses by Williamson County Emergency Services District # 11. The property taxes received are used to pay for contracted services to provide fire protection and EMS services to residents within WCESD # 11.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from these estimates.

Cash and Cash Equivalents

Williamson County ESD # 11 has a checking and money market account with RBFCU. Williamson County ESD # 11 does not receive any cash or hold petty cash.

Revenue Recognition – Revenues and other governmental fund financial resource increments are recognized in the accounting period in which they become susceptible to accrual – that is, when they become measurable and available to the finance expenditures of the fiscal period. “Available” is determined to be collectible within the 12 months of the fiscal year or within 60 days after fiscal year end for property taxes.

Property Taxes Receivable

Property Taxes receivable for Williamson County ESD # 11 consist of ad valorem taxes levied for the fiscal year ending December 31, 2023 that were not collected as of December 31, 2023.

Unearned Income-Property Taxes

Unearned income for property taxes consist of property taxes receivable that were not collected within 60 days after the fiscal year end in accordance with rules for governmental accounting.

Income Taxes – Williamson County ESD # 11 is not subject to any income taxes.

Net Position and Flow Assumptions – Net position is reported as restricted when constraints are placed on net position use as either:

Externally imposed by creditors (such as debt covenants), grantors, or laws or regulations of other governments imposed by law through constitutional provisions or enabling legislation.

Restricted resources are used first when an expense is incurred for purposes for which both restricted and unrestricted net positions are available.

There are no restricted funds currently, all net position is unrestricted.

NOTE B – ACCOUNTS RECEIVABLE: The receivables at December 31, 2023 are as follows:

Property Taxes	$68,360

NOTE C –ACCOUNTS PAYABLE/UNEARNED INCOME: There are no accounts payable as of December 31, 2023. Unearned Revenue consists of the following:

Unearned Income-property taxes	$19,977

REQUIRED SUPPLEMENTARY INFORMATION

WILLIAMSON COUNTY ESD # 11
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET TO ACTUAL
DECEMBER 31, 2023

	Budget	Actual	Variance with Budget Positive (Negative)
Revenues			
Ad Valorem Taxes	**$143,769**	**$149,054**	**5,285**
Miscellaneous	**0**	**967**	**967**
Interest	**0**	**493**	**493**
Total Revenues	**$143,769**	**$150,514**	**$ 6,745**
Expenditures			
Transfer to Reserve	**2,500**	**0**	**2,500**
Contract Emergency Svc.	**134,688**	**133,352**	**1,336**
Legal fees	**800**	**0**	**800**
CPA fees	**1,800**	**900**	**900**
Insurance	**1,650**	**1,326**	**324**
Communications	**150**	**0**	**150**
Tax Collection fees	**806**	**790**	**16**
Training	**650**	**345**	**305**
Office expenses	**200**	**319**	**(119)**
Miscellaneous	**525**	**0**	**525**
Total Expenditures	**143,769**	**137,032**	**6,737**
Excess (Deficiency) Of Revenues Over (Under) Expenditures	**0**	**13,482**	**13,482**

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12

BASIC FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

FOR THE YEAR ENDED SEPTEMBER 30, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12

BASIC FINANCIAL STATEMENTS

SEPTEMBER 30, 2023

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The Accounting Firm
of
Donald L. Allman, CPA

Donald L. Allman, CPA, PC
4749 Williams Drive, Ste. 322
Georgetown, Texas 78633

Independent Accountant's Compilation Report

To the Board of Commissioners of the
Williamson County Emergency Services District #12

We have compiled the accompanying financial statements, of the Williamson County Emergency Services District # 12 (WCESD 12), as of and for the year ending September 30, 2023, which collectively comprise the Williamson County Emergency Services District # 12's basic financial statements as listed in the table of contents. We have not audited or reviewed the accompanying financial statements, and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

The management of the Williamson County Emergency Services District # 12 is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Accounting principles generally accepted in the United States of America require that the budgetary comparison information on page 8, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. This information is the representation of management. This information was subject to our compilation engagement, however, we have not audited or reviewed the required supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such information.

Donald L. Allman, CPA
Georgetown, Texas

April 7, 2024

Within this section of the Williamson County ESD # 12's annual financial report, the District's management provides narrative discussion and analysis of the financial activities of the District for the fiscal year ended September 30, 2023. The District's financial performance is discussed and analyzed within the context of the accompanying financial statements and disclosure following this section. The discussion focuses on the District's primary government, unless otherwise noted.

FINANCIAL HIGHLIGHTS

The District's assets exceeded its liabilities by $164,493 (net position) for the fiscal year reported. This compares to the previous year when assets exceeded liabilities by $174,030, a decrease of $(9,537).

Overview of the Financial Statements

Management's Discussion and Analysis introduces the District's basic financial statements. The basic financial statements include (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements.

Government-wide Financial Statements

The District's annual report includes two government-wide financial statements. These statements provide both long-term and short-term information about the District's overall status. Financial reporting at this level uses a perspective similar to that found in the private sector with its basis in full accrual accounting and elimination or reclassification of internal activities.

The first of these government-wide statements is the *Statement of Net Position.* This is the District-wide statement of financial position presenting information that includes all of the District's assets and liabilities, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District as a whole is improving or deteriorating. Evaluation of the overall economic health of the District would extend to other non-financial factors such as diversification of the taxpayer base or the condition of the District infrastructure in addition to the financial information provided in this report.

The second government-wide statement is the *Statement of Activities,* which reports how the District's net position changed during the current fiscal year. All current year revenues and expenses are included regardless of when cash is received or paid. An important purpose of the design of the statement of activities is to show the financial reliance of the District's activities or functions on revenues provided by the District's taxpayers.

Both government-wide financial statements distinctively report governmental activities of the District that are principally supported by taxes. Governmental activities include general government, public safety, and public services.

Notes to the Financial Statements
The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements. The notes to the financial statements begin immediately following the basic financial statements.

Financial Analysis of the District as a Whole

As year-to-year financial information is accumulated on a consistent basis, changes in net assets may be observed and used to discuss the changing financial position of the District as a whole.

The District's net position at fiscal year-end is $164,493. This is a decrease of $(9,537) over last year's net position of $174,030. The following table provides a summary of the District's net position at September 30:

Table 1
Summary of Net Position

	2023	2022	$ Change	% Change
Cash and Current Assets	$ 168,713	$ 178,128	$ (9,415)	-5.3%
Capital Assets	-	-	-	0.0%
Total Assets	$ 168,713	$ 178,128	$ (9,415)	-5.3%
Current Liabilities	$ 4,220	$ 4,098	$ 122	3.0%
Long-Term Liabilities	-	-	-	0.0%
Total Liabilities	$ 4,220	$ 4,098	$ 122	3.0%
Net Position:				
Net Investment in Capital Assets	$ -	$ -	$ -	0.0%
Restricted	-	-	-	0.0%
Unrestricted	164,493	174,030	(9,537)	-5.5%
Total Net Position	$ 164,493	$ 174,030	$ (9,537)	-5.5%

The District reported positive balances in net position for government-wide activities. Net position decreased $(9,537). The District's overall financial position declined during fiscal year 2023.

Table 2 compares the 2023 change in net position to the 2022 change in net position.

Table 2
Summary of Changes in Net Position

	2023	2022	$ Change	% Change
General Revenues:				
Property Taxes	243,962	228,625	15,337	6.7%
Other	1,252	2,180	(928)	-42.6%
Interest Income	3,538	655	2,883	440.2%
Total Revenues	$ 248,752	$ 231,460	$ 17,292	7.5%
Program Expenses:				
General Government	29,385	35,613	(6,228)	-17.5%
Public safety	228,904	378,971	(150,067)	-39.6%
Total Expenses	$ 258,289	$ 414,584	$ (156,295)	-37.7%
Net Position Increase	$ (9,537)	$ (183,124)	$ 173,587	-94.8%
Net Position - Beginning	$ 174,030	$ 357,154		
Net Position- Ending	$ 164,493	$ 174,030		

General Fund Budgetary Highlights

The adopted General Fund budget for revenues for fiscal year 2023 was approximately $270,000 and the budget for expenditures was $152,750. Actual revenues for fiscal year 2023 were $248,752 and expenditures for fiscal year 2023 were approximately $258,289, so revenues were $(21,248) lower than budgeted, and expenses were $105,539 higher than budgeted.

Economic Environment and Next Year's Budgets and Rates

No material changes in the economic environment, District budget expenditures, and revenues are expected in the next fiscal year.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances, comply with finance-related laws and regulations, and demonstrate the District's commitment to public accountability. If you have any questions about this report or would like to request additional information, contact the District's should be addressed to the Williamson County ESD # 12, P.O. Box 2451, Cedar Park, TX 78630.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12
STATEMENT OF NET POSITION
September 30, 2023

ASSETS		
CURRENT ASSETS:		
Cash and Cash Equivalents	$	167,752
Property Taxes Receivable, net of allowance		961
Total Current Assets	$	168,713
PROPERTY AND EQUIPMENT:		
Total Property and Equipment	$	0
OTHER ASSETS:		
Total Other Assets	$	0
TOTAL ASSETS	$	168,713
LIABILITIES		
CURRENT LIABILITIES:		
Accounts Payable	$	0
Unearned Income Property Taxes		4,220
Total Current Liabilities	$	4,220
LONG-TERM LIABILITIES:		
Total Long-Term Liabilities	$	0
TOTAL LIABILITIES	$	4,220
NET POSITION:		
Unrestricted	$	164,493
Total Net Position	$	164,493
TOTAL LIABILITIES & NET POSITION	$	168,713

See accompanying notes and independent accountant's compilation report

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Revenues:		
Property Taxes		$ 243,962
Other income		1,252
Interest		3,538
Total Revenues		$ 248,752
Operating Expenses:		
Accounting	$ 900	
Communications	2,117	
Facilities	4,200	
Fire Service	228,904	
Insurance	1,288	
Legal fees	11,587	
Miscellaneous	1,204	
Office/Administration	4,827	
Tax Collection costs	1,406	
Training	885	
Technology	971	
Total Operating Expenses		$ 258,289
Income (Loss) from Operations		$ (9,537)
Change in Net Position		$ (9,537)
Total net position - beginning		$ 174,030
Total net position - ending		$ 164,493

See accompanying notes and independent accountant's compilation report

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

CASH FLOWS FROM OPERATING ACTIVITIES:	
Property tax and other revenues received	$ 248,362
Cash paid for supplies and services	(258,167)
Net cash provided (used) by operating activities	(9,805)
CASH FLOWS PROVIDED (USED) BY INVESTING ACTIVITIES	
Net cash provided (used) by investing activities	0
CASH FLOWS PROVIDED (USED) BY FINANCING ACTIVITIES	
Net cash provided (used) by financing activities	(9,805)
NET INCREASE (DECREASE) IN CASH	(9,805)
CASH AT BEGINNING OF YEAR	177,557
CASH AT END OF YEAR	$ 167,752

RECONCILIATION OF NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:	
Net Income (Loss)	$ (9,537)
ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:	
Changes in assets and liabilities:	
(Increase)/ decrease in accounts receivable	(390)
Increase/(decrease) in deferred property tax revenue	122
Increase/(decrease) in accounts payable and accrued expenses	0
Total adjustments	(268)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:	$ (9,805)

See accompanying notes and independent accountant's compilation report

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

NOTE A—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Williamson County Emergency Services District # 12 receives property taxes to fund fire protection and provide emergency medical services to residents in unincorporated area encompasses by Williamson County Emergency Services District # 12. The property taxes received are used to pay for contracted services to provide fire protection and EMS services to residents within WCESD # 12.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from these estimates.

Cash and Cash Equivalents

Williamson County ESD # 12 has a checking and money market account with RBFCU and a savings account with Texpool. Williamson County ESD # 12 does not receive any cash or hold petty cash.

Revenue Recognition – Revenues and other governmental fund financial resource increments are recognized in the accounting period in which they become susceptible to accrual – that is, when they become measurable and available to the finance expenditures of the fiscal period. "Available" is determined to be collectible within the 12 months of the fiscal year or within 60 days after fiscal year end for property taxes.

Property Taxes Receivable

Property Taxes receivable for Williamson County ESD # 12 consist of ad valorem taxes levied for the fiscal year ending September 30, 2022 that were not collected as of September 30, 2023.

Unearned Income-Property Taxes

Unearned income for property taxes consist of property taxes receivable that were not collected within 60 days after the fiscal year end in accordance with rules for governmental accounting.

Income Taxes – Williamson County ESD # 12 is not subject to any income taxes.

Net Position and Flow Assumptions – Net position is reported as restricted when constraints are placed on net position use as either:

Externally imposed by creditors (such as debt covenants), grantors, or laws or regulations of other governments imposed by law through constitutional provisions or enabling legislation.

Restricted resources are used first when an expense is incurred for purposes for which both restricted and unrestricted net positions are available.

There are no restricted funds currently, all net position is unrestricted.

NOTE B – ACCOUNTS RECEIVABLE: The receivables at September 30, 2023 are as follows:

Property Taxes	$961

NOTE C –ACCOUNTS PAYABLE/UNEARNED INCOME: There are no accounts payable as of September 30, 2023. Unearned Revenue consists of the following:

Unearned Income-property taxes $4,220.

REQUIRED SUPPLEMENTARY INFORMATION

WILLIAMSON COUNTY ESD # 12
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE – BUDGET TO ACTUAL
SEPTEMBER 30, 2023

	Budget	Actual	Variance with Budget Positive (Negative)
Revenues			
Ad Valorem Taxes	$270,000	$243,962	(26,038)
Other income	0	1,252	1,252
Interest	0	3,538	3,538
Total Revenues	$270,000	$248,752	$(21,248)
Expenditures			
Capital Improvements	5,000	0	5,000
Contract Emergency Svc.	100,000	228,904	(128,904)
Consulting	10,000	0	10,000
CPA fees	2,000	900	1,100
Legal fees	10,000	11,587	(1,587)
Insurance	2,000	1,288	712
Communications	3,000	2,117	883
Tax Collection fees	1,400	1,406	(6)
Training	5,000	885	4,115
Professional dues	350	275	75
Miscellaneous	500	668	(168)
Administration	5,300	4,827	473
Technology	2,000	971	1,029
Travel	2,000	261	1,739
Facilities	4,200	4,200	0
Total Expenditures	152,750	258,289	(105,539)
Excess (Deficiency) Of Revenues Over (Under) Expenditures	117,250	(9,537)	(126,787)

Commissioners Court - Regular Session **10.**

Meeting Date: 10/22/2024

Fire Marshall

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the resignation of the Williamson County Fire Marshal.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	10/18/2024 08:38 AM
Form Started By: Becky Pruitt		Started On: 10/18/2024 08:37 AM
Final Approval Date: 10/18/2024		

Commissioners Court - Regular Session **11.**

Meeting Date: 10/22/2024

Williamson County Exposition Center License and Use Agreement - Texas State Technical College

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an addendum to the Williamson County Exposition Center License & Use Agreement between Williamson County and Texas State Technical College relating to use of the Williamson County Exposition Center.

Background

This addendum is necessary due to Texas State Technical College being an agency of the State of Texas and its inability to agree to various provisions of the County's Exposition Center License & Use Agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

License & Use Agreement - TSTC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/17/2024 09:01 AM
Form Started By: Russell Fishbeck		Started On: 10/16/2024 01:25 PM
Final Approval Date: 10/17/2024		

Williamson County Exposition Center
License & Use Agreement

THIS WILLIAMSON COUNTY EXPOSITION CENTER LICENSE & USE AGREEMENT ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of this State of Texas, ("Licensor" or "Williamson County"), acting by and through its duly authorized Williamson County Exposition Center General Manager ("Expo Center Manager"), and the undersigned individual or entity ("Licensee") relating to the license and use of the Williamson County Exposition Center ("Expo Center").

1. LICENSE: In exchange for the Security Deposit, License & Use Fees and other fees described in Paragraphs 3 and 4, Williamson County does hereby grant, subject to the terms and provisions hereof, to Licensee permission to use the areas of the Expo Center Premises specified in **Exhibit "A"** (collectively referred to as the "Licensed Facilities") for the purpose of holding the event set out and described in said exhibit ("Event"). **Exhibit "A"** is incorporated herein by reference as if copied in full. Licensee's use is restricted to the herein identified and named Licensed Facilities, including the use of the parking area adjacent to the reserved Licensed Facilities, and any avenues of ingress and egress to the Licensed Facilities and such parking areas.

2. TERM OF LICENSE: The term of the license, occupancy and use granted by this Agreement shall be for the Licensed Facilities on the dates and times set forth in **Exhibit "A."**

3. FEES AND PAYMENT:

   LICENSE & USE FEES; OTHER FEES AND COSTS: Licensee hereby covenants and agrees to pay Williamson County the License & Use Fees set out in **Exhibit "A"** for the use of the Licensed Facilities. In addition to the License & Use Fees and any damages that Licensee may become obligated to pay hereunder, if any, Licensee also hereby covenants and agrees to pay the Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees used, acquired and incurred during Licensee's Event. The fee amounts for the Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees are set forth in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**, which is attached hereto and incorporated herein by reference.

ACCEPTABLE FORMS OF PAYMENT - Williamson County accepts payment by Cash, Check, Discover, Visa, and MasterCard only. Any checks returned for any reason will be subject to the fees set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**, as well as be referred to the Williamson County Attorney's Office for prosecution and collection.

PLACE FOR PAYMENT: Licensee shall pay all fees and amounts due hereunder at the Expo Center office located at 5350 Bill Pickett Trail Taylor, TX 76574.

PAYMENT TERMS: All fees and any damages that Licensee is obligated to pay hereunder shall be paid in accordance with the payment terms set out in **Exhibit "A."**

UNTIMELY OR INSUFFICIENT PAYMENT. If Licensee fails to timely pay any amounts due under this Agreement, all amounts not paid shall bear interest at the highest rate allowed under applicable law. Time is of the essence for the payment of all amounts hereunder. **Licensee hereby acknowledges that strict compliance with payment due dates is required and that there is no grace period pertaining to such payments.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Williamson County may exercise, at law or in equity, for Licensee's failure to timely pay. Furthermore, Williamson County may deny Licensee from any future use of the Expo Center Premises due to a failure to timely pay.

4. SECURITY DEPOSIT: The Expo Center may require Licensee to deposit with the Expo Center, as a Security Deposit for the Licensed Facilities, the Security Deposit set out in **Exhibit "A"**, the disposition of which shall be governed by the terms of this Agreement. The full execution of this Agreement and payment of the Security Deposit, if required, reserves the Licensee's Event date(s) and public or private promotion for the Event may take place thereafter. The Security Deposit may be applied to any fees, costs, damages or other amounts that Licensee may become obligated to pay hereunder. If no damages are incurred, clean-up is satisfactorily completed and no other fees, costs, or other amounts are owing by Licensee following Licensee's Event and move-out, the Security Deposit may be refunded approximately forty-five (45) business days after the Event.

5. MANAGEMENT AND CONTROL OF FACILITY: Williamson County retains control and management of all areas of the Expo Center, which includes the Expo Center's Parking Lot, Main Arena, Covered Warm-up Arena, Show Office, Ticket Office, Outdoor Arena, Indoor Exposition Hall (North), Indoor Exposition Hall (South),

Outdoor Covered Exposition Hall, Meeting Room, Conference Room, Catering/Warming Kitchen, RV Park, Restrooms and Concessions Buildings, Pavilion, and Tarmac (collectively the "Expo Center Premises") at all times and shall have the right at all times to enforce all terms and conditions described herein and shall have the right to eject any or all persons who fail or refuse to comply with such terms and conditions. Expo Center employees are responsible for management and maintenance of the Expo Center Premises and shall have the right to access the Licensed Facilities at any time during any event.

6. HOURS OF OPERATION: The Expo Center's hours of operation are as follows:

   Expo Center Office Hours: Monday-Friday 8 am - 5 pm

   Event Hours: Monday-Sunday between the hours of 6am - 12am

   NOTE: The above hours of operation may be affected by holidays observed by Williamon County and may be subject to change.

7. AFTER HOURS ACCESS; NIGHT WATCHMAN: At least fourteen (14) calendar days in advance of the Licensee's move-in date, Licensee must notify Expo Center Management of any need for access to the Licensed Facilities between the hours of 10:00 p.m. to 6:00 a.m. A night watchman is required from 10:00 p.m. to 6:00 a.m. each night during which horses or other animals are stalled or kept on the Expo Center Premises. The Expo Center Management will provide a list of approved night watchman providers that Licensee shall be responsible to contract with directly. Night watchman security personnel must be contracted independently at least seven (7) calendar days in advance of the Licensee's Event move-in date and written confirmation of such contracting must be provided to Expo Center Management.

8. SECURITY: Uniformed peace officer(s), commissioned in the State of Texas, are required at all events having alcohol; any event having over 500 guests; and/or at the discretion of the Expo Center Management. Officers must be contracted independently by Licensee at least seven (7) calendar days in advance of the Licensee's Event move-in date and written confirmation of such contracting must be provided to Expo Center Management. Officers must be paid individually and directly by Licensee.

9. EVENT STAFFING: Licensee shall provide all ushers, announcers, ticket takers, clean-up crews and other personnel necessary to conduct the Licensee's activities and obligations at the Event. Licensee must have an authorized representative, who has decision-making authority, on the Licensed Facilities at all times during the Event and, if Licensee fails to do so, the Expo Center Manager may suspend the Event until such time that Licensee's provide an on-site authorized representative. Licensee shall provide a list of key Event staffing contacts by name and phone number to Expo Center Management at least seventy-two (72) hours in advance of Licensee's move-in date. An Expo Center employee may, at the Expo Center Management's option, be on-site or on-call while the Licensed Facilities are occupied. This will be determined on an event-by-event basis and finalized during planning meetings.

10. FLOOR/AREA PLANS: Licensee shall submit floor/area plans to Expo Center Management at least fifteen (15) calendar days in advance of Licensee's Event. The plan should include alcohol distribution and consumption areas, decorations, dimensions of all aisles, booths, table, chair locations, parking areas, loading areas, unloading areas, stall diagrams, arena set-up plans, etc. Expo Center Management will work with the Licensee on parking spaces, loading and unloading spaces, specific needs, requirements for fire safety standards and Expo Center Premises requirements. A key/keycard will be provided during event planning meetings between Licensee and Expo Center Management. Lost keys/keycards will result in a lost key/keycard fee as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule.**

11. USE RESTRICTIONS: The following is a non-exhaustive list of reasons that Williamson County may refuse, in its sole discretion, event booking requests:

    (a) the event may cause undue or unusual damage to the Expo Center Premises;
    (b) the event may violate local, state or federal laws, rules or regulations;
    (c) the event may cause liability to Williamson County;
    (d) the event may be obscene pursuant to state and/or federal laws;
    (e) the event may be defamatory to Williamson County;
    (f) the event conflicts with a similar event previously scheduled on the Expo Center Premises (once a License & Use Agreement has been fully signed and the Security Deposit, if required, has been paid in full to Williamson County, Williamson County may, in its sole discretion and without obligation, choose not to schedule a like event on any part of the Expo

Center Premises during the same period of time as that scheduled by the Licensee);

(g) prior violations of any terms and conditions of the License & Use Agreement and/or policies of the Expo Center;

(h) prior disregard for persons or property while using the Expo Center Premises;

(i) prior conduct at the Expo Center Premises which is deemed by Williamson County to be of an inappropriate manner; and/or

(j) Failure to make full payment or timely payment for any and all charges and fees relating to the Expo Center.

12. MOVE-IN/MOVE-OUT: Move-in/move-out days occur Monday-Friday 8am-5pm and each event shall only have one move-in date and one move-out date. The rate for a move-in day is one half of the total License & Use Fees. Additional hours outside of Monday-Friday 8am-5pm on a move-in/move-out day are subject to the hourly fee rate set forth in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**. Move-in/move-out days requested outside of Monday-Friday are subject to a greater rate, as determined by Expo Center Management. Events must end in accordance with their contracted end time. If Licensee fails to move-out prior to 11:59 pm on the move-out date, the Licensee shall pay a minimum hourly Extended Facility Rental fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule.**

13. CANCELATIONS BY LICENSEE: In order to receive a refund of the Security Deposit, if any, and refund of all prepaid fees, if any, less a mandatory $100 cancellation fee, Licensee must provide notice of cancellation, in writing, to the Expo Center Manager at least sixty (60) calendar days before the Licensee's Event. Cancellations notices that are more than thirty (30) calendar days but less than sixty (60) calendar days from the Licensee's Event will result in forfeiture of the entire amount of the Security Deposit, if any; provided, however, all prepaid License & Use Fees and other fees will be refunded. In the event that Licensee's cancellation notice is received less than thirty (30) calendar days from the date of the Licensee's Event, Licensee will also forfeit all of its License & Use Fees and other prepaid fees in addition to forfeiture of the entire amount of the Security Deposit, if any.

14. RESCHEDULING: A rescheduling fee, as set out in **Exhibit "B" – Williamson County Exposition Center Rates Schedule**, shall be applied to events that are rescheduled to a date that is in excess of sixty (60) calendar days from the Licensee's original scheduled event date. Any event that is rescheduled on a date that is within sixty (60)

calendar days of the Licensee's original scheduled event date will be handled as a cancellation and Licensee will be required to pay any applicable cancellation fees hereunder and will need to rebook its event. Any rescheduling will be subject to availability.

15. CANCELLATION BY WILLIAMSON COUNTY: This Agreement may be canceled without liability to Williamson County at any time, under any of the following conditions: (a) if the Licensee is found to have provided false or misleading information, (b) if Williamson County finds that the use or proposed use will be detrimental to the health, safety or morals of Williamson County or to the efficient operation of the Property, (c) if Licensee defaults in its obligations as provided for hereunder; (d) in case any part of the Expo Center shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including labor disputes, wars or acts of military authorities, shall render the fulfillment of the Agreement difficult or impossible to perform, (f) if any part of the Expo Center is needed for public necessity or emergency use as determined by Williamson County, (g) the existence of any of the Use Restrictions set out herein, and/or (h) for convenience and without cause upon sixty (60) calendar days written notice to Licensee; provided; however, in the event of Williamson County's termination for convenience and without cause, it is understood and agreed that only the Security Deposit, if any, and any prepaid fees received by Williamson County at the time of termination may be reimbursed to Licensee and that no penalty will be assessed for Williamson County's termination of this Agreement for convenience.

16. INSURANCE REQUIREMENTS: Upon Licensee's execution of this Agreement, Licensee shall provide the Expo Center Manager with a Certificate of Insurance ensuring compliance with the insurance requirements set out herein. Licensee shall carry Commercial General Liability Insurance for all events at the Expo Center in accordance with the following coverage requirements:

    (a) One million dollar ($1,000,000) (combined single limit for bodily injury and property damage) per occurrence with a two million dollar ($2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury.
    (b) Damages to Rented Premises coverage in the minimum amount of $100,000;
    (c) Medical Expenses coverage in the minimum amount of $5,000;
    (d) The policy must be effective during the contracted times as stated in the Agreement, including move-in and move-out dates;
    (e) The policy must list the dates of use (including move-in/move-out);
    (f) The policy must name of the Event under description of operations; and

(g) **The policy must name "Williamson County, Texas" as a certificate holder and additional insured.**

All policies of insurance provided by the Licensee must comply with the requirements set forth herein and the laws of the State of Texas. 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.

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

At least seven (7) calendar days prior to Licensee's Event, Licensee shall provide the Expo Center with a copy of a Certificate of Insurance evidencing the insurance requirements hereunder. Williamson County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the parties or the underwriter of any of such polices. Damages caused by the Licensee and not covered by insurance shall be paid by the Licensee.

17. CLEANING: Areas of the Licensed Facilities must be left in the state and condition that they were found prior to Licensee's Event. General cleaning is the responsibility of the Licensee in all areas of the Licensed Facilities after Licensee's Event. If the Licensee fails to complete clean-up, Licensee's Security Deposit may be forfeited. For larger events and events open to the public, Expo Center Management may require Licensee's use and delivery of a roll off dumpster for the Event. If Licensee's Event causes a need for excessive cleaning, Licensee shall be subject to an excessive clean-up fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule.**

18. FREIGHT: All freight is the responsibility of the Licensee. All freight deliveries require advanced coordination and approval of the Expo Center Management. Uncoordinated delivery of freight may be denied and is subject to return to sender at no expense to the Expo Center. Any freight delivered before an event must have

permission from the Expo Center Management. Any freight left after an event move-out date or time will be assessed a daily fee as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**. Deliveries for event coordinators may be accepted by Expo Center employees with prior approval by Expo Center Management; provided, however, any risk of loss for such deliveries shall remain solely with the Licensee and Williamson County shall not be required to provide any safekeeping or care for such deliveries.

19. SAFETY; FIRST AID: Licensee shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with Licensee's use of the Licensed Facilities. Licensee's safety program shall comply with all applicable federal, state and local laws and regulations. Licensee is encouraged to contract and provide certified first aid personnel during the Licensee's use of the Licensed Facilities. Licensee assumes total responsibility for the qualifications and actions of its first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy of same must be filed with Expo Center Manager's office by the close of each day that any accidents or incidents occur at Licensee's Event.

20. GLASS CONTAINERS: With the exception of individual beverage glasses confined to the Expo Center Hall rooms only, glass drinking containers are not permitted on any of the Expo Center Premises including its parking lots. No glassware of any kind is allowed in the Expo Center arenas, barns, or parking lots.

21. ALCOHOL TERMS & CONDITIONS: The following terms and conditions shall apply when alcohol is served and/or consumed during Licensee's Event:

    (a) Alcohol may only be provided by an Approved Alcohol Vendor/Concessionaire with adequate liquor liability insurance coverage.
    (b) At least seven (7) calendar days prior to Licensee's Event, the Expo Center shall be provided with a copy of a Certificate of Insurance evidencing the following minimum liquor liability insurance requirements:
        (1) Liquor liability coverage limits of $1MM per occurrence and $2MM in the aggregate or more;
        (2) The policy must be effective during the contracted times as stated in the Agreement, including move-in and move-out dates;
        (3) The policy must list the dates when alcohol will be provided and/or consumed during the Event;
        (4) The policy must name the Event under description of operations; and

(5) **The policy must name "Williamson County, Texas" as a certificate holder and additional insured.**

(c) The Licensee must provide adequate security for any events serving or selling alcohol, as set out herein.

(d) Guests attending events shall never be allowed to bring alcohol into the Event. "Bring your own bottle" is prohibited in all areas of the Expo Center Premises.

(e) The Licensee's Approved Alcohol Vendor/Concessionaire will be charged a separate fee at time of reservation as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

(f) The serving of all alcohol must cease at least thirty (30) minutes prior to the scheduled end of Licensee's Event but may be ceased sooner if deemed necessary.

(g) The Floor/Area Plans required herein must detail the location, time and security plans relating to the sale/distribution and consumption of alcohol. No alcohol may leave the designated areas set forth in the Floor/Area Plans.

(h) No glass containers of alcohol of any kind may be sold or provided.

(i) All Texas Alcoholic Beverage Commission ("TABC") rules must be followed.

(j) If alcohol is to be sold or provided at a ticketed event in any Expo Center Premises, including the Expo Center's Hall, Arena or Covered Expo the following requirements must be met:

(1) Approved Alcohol Vendor/ Concessionaire must obtain a "Texas Alcoholic Beverage Commission Temporary Licenses Permit" (Chapter 72 of the State of Texas Alcoholic Beverage Commission Laws) to provide alcohol sale and service for the Licensed Facilities.

(2) Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described herein.

(3) Approved Alcohol Vendor/ Concessionaire must provide security plan to Expo Center Management for final approval a minimum of thirty (30) calendar days prior to the Event.

(k) If alcohol is to be provided to the general public for free, or otherwise made available on the Expo Center Premises, including the Exposition Center's Exposition Hall, Arena or Covered Expo the following requirements must be met:

(1) Licensee is required to obtain the services of an Approved Alcohol Vendor/ Concessionaire with a current liquor license to provide alcohol sale and service for the Licensed Facilities.
(2) Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described herein.
(3) Approved Alcohol Vendor/ Concessionaire and the Licensee must provide security plan to Expo Center Management for final approval a minimum of thirty (30) calendar days prior to the Event.

(l) If the Licensee fails to disclose that alcohol is to be sold, served or otherwise made available at Licensee's Event, the Licensee, participants, spectators and anyone else involved with the Event are subject to removal, citation or arrest at the discretion of the Williamson County Sheriff's Office.

22. VENDORS: For purposes of this License & Use Agreement, a "vendor" is any individual or company that is providing a service or product for sale or distribution on the Expo Center Premises. All vendors must be approved by the Licensee and the Expo Center Management prior to the Event.

23. CONCESSIONS: When the Expo Center has contracted with a year-round Concessionaire, all concessions must be provided exclusively by the approved year-round Concessionaire for the Expo Center. Licensee will have the option of buying out the County's Concessionaire at a negotiated rate based on per guest entries for all entrants over the age of three (3). The concession buyout fee will be added to fees payable to Williamson County under this Agreement. Vendors performing services under the concession buyout will be held responsible for completing and complying with the Expo Center's concession permit process.

24. CATERING: The Expo Center allows catering through a list of Approved Caterers. Approved Caterers shall be charged a surcharge as outlined in the Expo Center's caterer's permit. Cooking on the Expo Center Premises may be allowed only by approval of the Expo Center Manager.

25. FOOD SAFETY: Food vendors that are providing food for the public at Licensee's Event must follow the Expo Center's permitting process, which requires that all food vendors be permitted through the Williamson County & Cities Health District (wcchd.org). When an event involves a temporary food service operation or food demonstration, Licensee shall be responsible for complying with all State Health

Department guidelines and requirements. The Williamson County & Cities Health District can issue a temporary food service certificate for such events.

30. ADVERTISING AND EVENT MARKETING: Licensee shall not hang signs, bunting or other advertising materials anywhere on the Expo Center Premises without prior approval of Expo Center Management. Expo Center employees shall not be responsible for Event promotion, including social media live feeds and other forms of social media content. The Williamson County official logo may not be used on any promotional material without the express written consent of the Williamson County Commissioners Court.

31. FACILITY ALTERATIONS: Licensee may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any of the Expo Center Premises without prior written authorization of Expo Center Management. All alterations must be requested in writing and submitted a minimum of thirty (30) business days prior to the Event.

32. DECORATIONS: The Licensee is responsible for their own safety and the safety of those associated with its Event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structures are not permitted. This includes the use of tape, tacks, nails or staples. Throwing rice, confetti, glitter or flower petals and the use of sparklers or fireworks are prohibited on the Expo Center Premises. All decorations hung from ceilings or that require the use of equipment may only be performed by Expo Center staff and Licensee must deliver such decorations no less than seventy-two (72) hours prior to Licensee's Event with instruction on where to place them. Decorations hung by Expo Center staff are subject to a decoration fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

33. HELIUM BALLOONS: Helium balloons may not be distributed or sold in/on or around the Expo Center Premises. With prior approval of the Expo Center Management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in/on or around the Expo Center Premises during Licensee's Event, a charge for the removal of the balloons will be assessed to the Licensee. Helium balloons that escape to the ceiling are subject to an excessive clean-up fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

34. FLAMMABLE AND HAZARDOUS MATERIALS: Flammable liquids or materials under high pressure are prohibited in, on or around the Expo Center Premises. This includes; but is not limited to gasoline, kerosene and propane.

35. CANDLES AND OPEN FLAMES: Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and for enclosed tea light candles on tabletops. Any other open flame will be allowed only at the discretion and written consent of the Fire Marshal having jurisdiction over the Leased Premises and must comply with the International Fire Code Section. There shall be no pyrotechnics inside any areas of the Expo Center Premises.

36. SMOKING AND VAPING: Smoking or vaping may only be conducted in designated areas of the Expo Center Premises.

37. FOG AND SMOKE MACHINES: Use of fog or smoke machines is restricted to only outside areas of the Expo Center Premises and shall not be used inside any enclosed areas of the Expo Center Premises.

38. EXIT DOORS AND FIRE CODE: A 10' clearance on both sides of all Expo Center Premises exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during an event. All discrepancies or issues arising out of Fire Code issues or violations will be decided upon by the Expo Center Management and the Fire Marshal having jurisdiction over the Leased Premises.

39. AUTOMOBILES: Automobiles will not be allowed in the Expo Center Hall without written authorization of the Expo Center Manager at least fourteen (14) calendar days prior to Licensee's Event. All fire regulations must be strictly followed when an automobile is used for display purposes. Protective material must be used to cover the floor area at the display point. Non-emergency vehicles must have the batteries disconnected, keys removed and contain less than one gallon of fuel.

40. HAZARDOUS WASTE: The Licensee agrees that, at all times Licensee is on Williamson County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Williamson County and/ or any applicable laws. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify Expo Center Management and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or

body as may be required by law, relative to such materials. Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on Williamson County property. In the event the Licensee, or its agents, vendors, concessionaires or employees dump grease in the Expo Center Premises' sewer system, or at locations not authorized by Expo Center Management, or shall otherwise violate the provisions of this paragraph, Williamson County will look to the Licensee and shall subject the Licensee to possible fine or penalties, plus any costs incurred by Williamson County. Such fine or penalties shall be imposed by Williamson County for each infraction and Licensee shall be deemed in material breach of this Agreement and subject to immediate termination of this Agreement and removal from the property.

41. ELECTRICAL: Events requiring special electrical supply or arrangements must provide a detailed layout of the electrical needs to the Expo Center Manager thirty (30) calendar days prior to Licensee's Event and an additional electricity charge will be assessed.

42. ANIMALS: Licensee utilizing any of the Expo Center Premises for any activity in which animals are used or exhibited shall fully comply with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Licensee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals which are under the Licensee's care and control. All animals must be penned, stalled and otherwise confined or under the direct control of their owner or handler at all times. Persons keeping animals on the Premises must use every care to assure safety of visitors and other patrons/personnel. Violation of this policy may result in removal of animals from the Expo Center Premises by Williamson County Animal Control.

    Animals that are not being used or exhibited as a part of the Licensee's Event, pets, comfort animals, emotional support animals or other animals that do not qualify as a "Service Animal" as that term is defined by ADA Regulations, 28 C.F.R. § 35.136, and Chapter 121 of the Texas Human Resources Code are not permitted on the Expo Center Premises.

    As required by Texas Animal Health Commission, negative Coggins Test Certificate must be required for all equines brought on the Expo Center Premises. All other animals must comply with state mandated regulations from the Texas Animal Health Commission and the Rabies Control Act.

43. LIVESTOCK BEDDING: There shall be no outside bedding of any kind allowed on the Expo Center Premises without written approval by the Expo Center Manager. All bedding must be purchased from the Expo Center for the purpose of bedding stalls or livestock pens. Licensee agrees that any bedding not purchased from the Expo Center or the cleaning and disposing of materials onto any paved surfaces of the Expo Center Premises will subject the Licensee to forfeiture of the Security Deposit and additional clean up fees as determined by Expo Center Management.

44. GUNS AND GUN SHOW POLICY: Exhibitors displaying firearms at Licensee's Event must comply with all federal, state and local laws governing the possession and/or sale of firearms. Firearms may not be loaded or fired in the interior or exterior of the Expo Center Premises, including parking areas during Licensee's Event. If Licensee's Event is a gun show, non-permitted or non-authorized individuals who obtain a firearm or handgun at the Event must leave the Expo Center Premises immediately upon acquiring such firearm. Firearms exhibited, sold or exchanged at gun show events must have their trigger mechanisms secured with tie wraps or similar devices. Licensees must provide adequate security during gun show events.

45. BARREL RACING EVENTS: All barrel racing events require a minimum of a three consecutive day booking. Williamson County Exposition staff will prepare the arena(s) for the event and maintain the arena(s) during big drags. However, all barrel racing event licensees shall provide their own tractor, arena drag, and tractor operator for the entirety of the race event.

46. INDEMNIFICATION:

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Licensee SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF WILLIAMSON COUNTY'S CHOOSING), AND HOLD HARMLESS WILLIAMSON COUNTY, AND WILLIAMSON COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF LICENSEE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH OR FROM THE PERFORMANCE OF THIS AGREEMENT OR LICENSEE'S USE OF THE LICENSED FACILITIES AND/OR EXPO CENTER PREMISES. LICENSEE 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, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF WILLIAMSON COUNTY'S CHOOSING), AND HOLD HARMLESS WILLIAMSON COUNTY, AND WILLIAMSON COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR LICENSEE'S USE OF THE LICENSED FACILITIES AND/OR EXPO CENTER PREMISES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE 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.

47. STATUTORY WARNINGS:

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES. STALL AT YOUR OWN RISK.

WILLIAMSON COUNTY IS NOT RESPONSIBLE FOR DAMAGE, THEFT OR INJURY TO ANIMALS, PERSONS OR PROPERTY.

48. INTELLECTUAL PROPERTY: Licensee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in Licensee's Event at the Licensed Facilities and LICENSEE HEREBY AGREES TO INDEMNIFY, DEFEND

AND HOLD WILLIAMSON COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY CLAIMS OR COSTS, INCLUDING LEGAL FEES, WHICH MIGHT ARISE FROM USE OF ANY SUCH MATERIAL. As set out herein-above, the Williamson County logo may not be used on any promotional material without the express written consent of Williamson County Commissioners Court.

49. LIABILITY AND LIMITATIONS OF PARKING: Williamson County shall not be responsible for fire, theft, damage to or loss of vehicles, trailers, other motorized equipment, personal property or articles left parked or situated on Williamson County property. Licensee shall be responsible for requesting designated parking. Individuals who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

50. LIMITATIONS OF LIABILITIES: Notwithstanding anything herein to the contrary, Williamson County will not be liable for any indirect, incidental, special, consequential damages, or damages resulting from the use of the Licensed Facilities or Expo Center Premises, however arising, even if Williamson County has been advised of the possibility of such damages. Licensee hereby agrees that Williamson County's liability for damages arising out of, relating to, or in any way connected with this Agreement will not in any event exceed the amounts received under this Agreement. Licensee is hereby advised and encouraged to procure event cancellation insurance. Williamson County shall not be responsible for any loss resulting from any lack of heat, water or lights due to an act of God or failure of equipment to operate properly through no fault of Williamson County.

51. LOST OR STOLEN ITEMS: Williamson County shall not be responsible, under any circumstances, for property of the Licensee while on the Expo Center Premises. Expo Center Management will accept lost and found articles for distribution during normal business hours. In addition, Expo Center Management is not responsible for any loss of any type of articles, equipment, personal property, exhibits, displays or materials left unattended on the Expo Center Premises. The usage of security personnel when such articles, equipment, personal property, exhibits, displays or materials are left in buildings or on the Expo Center Premises shall be the responsibility of the Licensee. All articles, equipment, personal property, exhibits, displays or materials may be brought into the Licensed Facilities only at move-in date and times designated by this this Agreement. Licensee assumes all responsibility for all articles, equipment, personal property, exhibits, displays or materials, which may be placed in Williamson County's storage before, during, or after Licensee's event.

52. PARKING LOTS AND ROADWAYS: Multiple events may be conducted simultaneously at the Expo Center by different individuals and entities. It is the Licensee's responsibility to coordinate with Expo Center Management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency services equipment and apparatus, as well as for Williamson County maintenance workers. Parking lots are subject to availability.

53. RECREATIONAL VEHICLE (RV) PARKING: Any camping or use of RV's during Licensee's Event shall only be allowed in the designated areas for camping and parking. Expo Center Management will work with Licensee to determine location, additional fees and number of RV sites to be allocated for its Event. RV sites will be available for rent by Licensee's Event participants once the License & Use Agreement is fully executed and the Security Deposit, if any, has been paid by Licensee. No overnight horse tie-outs shall be allowed in the RV Park. All RV sites must be paid in full before parking inthe RV Park and site assignments will be determined by the Expo Center staff. There shall be no refunds once a RV reservation has been booked and paid. The RV related fees are set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule.**

54. RESPONSIBILITY: Licensee accepts full responsibility for the actions of all individuals or groups invited, hired, or participating in the Licensee's Event.

55. CAPACITY: Licensee shall not admit to the Licensed Facilities a larger number of persons than the seating and/or occupancy capacity thereof. The determination of the Expo Center Manager on capacity limits shall be final.

56. WILLIAMSON COUNTY EQUIPMENT: Without prior coordination and consent of Expo Center Management, Licensees shall not operate Williamson County owned motorized equipment. Additionally, Licensee shall not dispose of, in any manner, equipment or materials owned by Williamson County

57. COUNTY PROPERTY: Licensee assumes responsibility for any items borrowed from the Expo Center. This includes public address system equipment, extension cords, scissors, flags, etc. Replacement cost for loss of borrowed items will be retained from the Licensee's Security Deposit.

58. MEDIA RIGHTS: Williamson County reserves the rights and privileges for outgoing television and radio broadcast originating from the Expo Center Premises during the term of this Agreement. Should Williamson County grant Licensee the privilege of

conducting outgoing television and radio broadcast, Williamson County has the right to require advance payment of any estimated cost related to such broadcasts to the Expo Center and may also require payment for said privilege in addition to the other fees Licensee is obligated to pay under this Agreement. The grant of any broadcasting privileges must be in writing and obtained from the Expo Center Manager in advance of the broadcast date.

59. PHOTOS: Expo Center Management may take photos of events held at Expo Center. These photos shall be the property of Williamson County and may be used by Expo Center Management for educational or promotional materials.

60. PHOTOGRAPHY PRODUCTION: If Licensee's use hereunder is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by Licensee and its successors, assigns and licensees. In connection with Licensee's use of the Licensed Facilities and the production of photography, Licensee may refer to an area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on such area. Williamson County irrevocably grants to Licensee and Licensee's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the area of use described herein and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the film, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing.

    Licensee hereby acknowledges and agrees that the Licensed Facilities used hereunder shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of such area that would be defamatory to Williamson County. In the event Licensee should use the Licensed Facilities described hereunder for such purposes, such use shall be deemed a material breach of this Agreement and Williamson County may avail itself of any remedies allowed at law or in equity.

61. NO SUBLETTING AND ASSIGNMENT: Licensee shall not sublet, sublicense, assign, pledge, or hypothecate this Agreement or any of its rights hereunder, without the prior written consent of Williamson County.

62. GOVERNING LAW & VENUE: Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

63. FORCE MAJEURE: In the event that either party should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond the reasonable control of either party, then the respective party shall not be liable to perform.

64. SEVERABILITY: If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

65. NO WAIVER OF IMMUNITIES: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson 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.

66. NO WAIVER: The failure or delay of a party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver

of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

67. NOTICE. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the address set forth on the signature page below.

68. EQUALITY: Licensee shall not discriminate against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public at its Event because of race, creed, ancestry, sexual orientation,disability, color, sex, marital status, age, religion or national origin.

69. GENERAL COMPLIANCE: Licensee agrees to comply with all applicable governmental agencies, ordinances and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with the requirements of Williamson County and the State of Texas. Licensee must comply with any and all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws. Additionally, Licensee shall comply with all posted rules on the Expo Center Premises and must act in good faith and cooperate with Williamson County.

70. ENTIRETY OF AGREEMENT: This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement.

IF LICENSEE AGREES WITH ALL TERMS OF THIS AGREEMENT, THE LICENSEE MUST SIGN THE AGREEMENT AND RETURN IT AND THE SECURITY DEPOSIT, IF ANY IS REQUIRED, TO THE EXPO CENTER. ONCE RECEIVED, THE AGREEMENT WILL BE SIGNED BY THE EXPO CENTER MANAGER. THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE DATE OF THE LAST PARTY'S EXECUTION.

WILLIAMSON COUNTY, TEXAS

LICENSOR

By:_____

Printed Name: _____

Title: Williamson County Exposition Center Manager

Date: _____, 20 24

LICENSEE

By: _____

Printed Name: Cledia Hernandez

Title: Vice Chancellor & Chief Ext. Relations Officer

Driver's License #: 12

Date: Oct 15, 2024, 20 24

Address for Notices:
Williamson County Exposition Center
Attn: Wiliamson County Exposition Center Manager
5350 Bill Pickett Trail
Taylor, TX 76574

Address for Notices:
Texas State Technical College
Attn: Valeri Smith
Senior Manager of Operations
3801 Campus Drive
Waco, TX 76705

Exhibit "A"

Description of Licensee's Event ("Event"):
TSTC Graduation

The term of the license, occupancy and use granted by this Agreement shall be for the Licensed Facilities on the dates and times indicated as follows:

Licensed Facilities	Move-In Date	Move-In Time	Event Time	Move-Out Time
Expo Hall	12/17/2024	6:00AM	6:00AM-11:59PM	12/17/24 11:59PM

SECURITY DEPOSIT: Upon complete execution of the Agreement, Licensee shall pay the amount of $ 500.00 that shall serve as the Licensee's Security Deposit.

LICENSE & USE FEES:

License & Use Fees for Licensed Facilities*: $ $1,000.00

After Hours Move-In Fee (if applicable): $_____

After Hours Move-Out Fee (if applicable): $_____

*The Move-In Fee is included in the total License & Use Fees.

Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees are set forth in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

PAYMENT TERMS:

Following complete execution of the Agreement, the Expo Center will issue a Permit that will contain the License & Use Fees, After Hours Move-In Fee (if applicable) or After Hours Move-Out Fee (if applicable) and a preliminary fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees for Licensee's Event. Licensee acknowledges and agrees that such fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees for Licensee's Event will be based solely on details and information that are provided by Licensee to the Expo Center about its Event and that such fees will only serve as a preliminary estimate.

On or before the seventh (7th) calendar day following the Event, Licensee shall provide the Expo Center with a post-Event accounting of all Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous items used or received during Licensee's Event. Following receipt of Licensee's accounting, the Expo Center will audit the Licensee's accounting and issue an invoice to Licensee for all fees and any damages that shall be due and owning. Licensee hereby agrees to tender payment to the Expo Center for all fees and any damages within fifteen (15) calendar days from the date of invoice.

PREPAYMENT TERMS AND CONDITIONS:

Licensee agrees and acknowledges that Williamson County reserves the right to require Licensee to pay the License & Use Fees, After Hours Move-In Fee (if applicable) or After Hours Move-Out Fee (if applicable) and the amount of the preliminary fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees prior to Licensee's Event. In such case, on or before the seventh (7th) calendar day following the Event, Licensee shall provide the Expo Center with a post-Event accounting of all Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous items used or received during Licensee's Event. Following receipt of Licensee's accounting, the Expo Center will audit the Licensee's accounting and either (1) issue an invoice to Licensee for all additional fees over and above the amount of the preliminary fees estimate that were paid in advance of the Event, as well as any damages, that shall be due and owning; or (2) issue a credit for all prepaid fees that were paid in excess of the fees actually incurred during the Event. Licensee hereby agrees to tender payment to the Expo Center for all fees and damages, if any, within fifteen (15) calendar days from the date of invoice.

Exhibit "B"
Williamson Count Exposition Center
Rates Schedule

WILLIAMSON COUNTY EXPO TEXAS

Williamson County Exposition Center
Rate Schedule

Version 2/6/24

Facility	Security Deposit	Notes
Expo Halls, Covered Expo, Arenas, RV Park, Tarmac, East Parking Lot, Pavilion or Complex	$ 500	The Security Deposit can be refunded after the event or put towards the final invoice, given that there are no damages or cleaning costs. Damages and cleaning costs will be deducted from the deposit. Damages = cost + 20%
Meeting Room, Conference Room, Catering Kitchen	$ 100	The Security Deposit can be refunded after the event or put towards the final invoice, given that there are no damages or cleaning costs. Damages and cleaning costs will be deducted from the deposit. Damages = cost + 20%

License & Use Fees	Fee	Notes
Move In Fee	Variable	Fee is part of total License & Use Fee, but is paid at a rate of one-half (1/2) of the total License & Use Fee
Main Arena & Warm-up Arena	$ 1,000	0-50 stalls per day
Main Arena & Warm-up Arena	$ 600	51-80 stalls per day
Main Arena & Warm-up Arena	$ -	81-200 stalls per day
Main Arena (weekday) - 3 hours **	$ 250	Monday-Thursday 9am-12pm or 1pm-4pm
Main Arena (weekday) - 5 hours **	$ 375	Monday-Thursday 5pm-10pm
Practice Arena (weekday) - hourly rate **	$ 25	Monday-Thursday 9am-12pm or 1pm-4pm
Pavilion	$ 1,000	
Expo Hall North	$ 550	Catering kitchen NOT included
Expo Hall South	$ 550	Catering kitchen NOT included
Expo Hall North & South *	$ 1,000	Catering kitchen included
Covered Expo	$ 500	
Expo Hall North, South and Covered Expo *	$ 1,400	
Ron Morrison Meeting Room (daily rate) ***	$ 175	
Ron Morrison Meeting Room (hourly rate) ***	$ 40	2-hour minium rental
Hagler Conference Room (daily rate) ***	$ 125	
Hagler Conference Room (hourly rate) ***	$ 40	2-hour minium rental
Catering Kitchen	$ 150	
Concession Building East	$ 75	Includes use of appliances
Concession Building West	$ 75	Includes use of appliances
RV Park	$ 1,400	Per night & includes 50 RV sites
Tarmac/South Parking Lot	$ 750	Includes use of electrical/water service pedestals
East Parking Lot	$ 500	
Entire Expo Center Facility	$ 3,500	Excludes RV park
Extended Facility Rental (hourly after midnight)	$ 150	

***Multiple area rental discount**
****Bookings no more than 45 days in advance**
*****Plus staff fee if rental is outside of 8am-5pm**

Guest Services	Fee	Notes
Tables - 8' rectangle*	$ 8	Each, per floorplan placement; each deviation results in an additional $8/table fee
Tables - 6' rectangle*	$ 6	Each, per floorplan placement; each deviation results in an additional $6/table fee
Tables - 6' round or cocktail*	$ 8	Each, per floorplan placement; each deviation results in an additional $8/table fee
Chairs*	$ 1.25	Each, per event
Easels*	$ 15	Each, per event
Podium*	$ 25	Each, per event
Stage*	$ 250	Each, per floorplan placement
Stage (relocation)*	$ 125	Each, per deviation from floorplan placement
Projector & Screen*	$ 50	Each, per event
A-frame Signs*	$ 10	Each, per event
Traffic Cones*	$ 1	Each, per event
Traffic and Pedestrian Barriers*	$ 35	Each, per event
Copier Services	$ 0.50	Each, per page

Items MUST BE purchased through the Williamson County Expo Center

Utility Services	Fee	Notes
Electrical Drops	$ 25	Each, per event
RV Dump Station	$ 10	Drive by dump per vehicle not associated with a reservation

Overnight Services	Fee	Notes
Stalls	$ 30	Each, per day
RV site (Water/Electric) *#	$ 35	Each, per night
RV site (Water/Electric) *#	$ 25	Parks Pass Discount Rate: Each, per night
RV site (Water/Electric/Sewer) *#	$ 40	Each, per night
RV site (Water/Electric/Sewer) *#	$ 30	Parks Pass Discount Rate: Each, per night

RV check-in 8am; check-out 8pm following day - 36-hour stay
#RV site length of stay is limited to 14 consecutive days based on availability. Must vacate property for a minimum of 72 hours.

Equipment & Other Service Fees	Fee	Notes
Roping Equipment	$ 400	Per set-up
Rodeo Equipment	$ 800	Per set-up
Barrel Racing Set-up	$ 200	Per set-up
Panel/Gate Set-up	$ 4	Per panel or gate
Additional Personnel Resources to Support Event (hourly)	$ 25	
Custodial Fee (hourly)	$ 25	
Forklift/Genie Lift with Operator (hourly)	$ 75	
Tractor Drags with Operator (hourly)	$ 100	Applicable when drags are required less than 30 minutes apart
Banners, Signs, Decorations Placement (hourly)	$ 50	
Freight & Material Storage (Daily)	$ 100	
Excessive Clean-up Fee (hourly)	$ 75	
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	$ 10	Per stall between 1-35
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	$ 750	Flat fee if 36+ stalls
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	$ 6	Per panel or gate
Reservation Rescheduling Fee Outside of 60 days	$ 100	
Move-In/Move-Out outside of 8am-5pm, M-F (hourly)	$ 75	
Lost Key/Card (each)	$ 50	
Insufficient Funds (NSF)	$ 30	

Concessions & Miscellaneous	Fee	Notes
Parks Pass	$ 50	
Open Arena Ride	$ 25	Per rider
Open Arena Ride	$ 15	Per rider with Parks Pass
Catering Permit	$ -	Refer to Catering Permit Application
Temporary Food Permit (Daily)	$ 50	
Alcohol Vendor Indoor Booth(s)	$ 1,250	
Alcohol Vendor Outdoor Booth(s)	$ 1,750	
Alcohol Vendor Complex Booth(s)	$ 2,250	

Permit

Williamson County Parks
Department HQ
219 Perry Mayfield
Leander, TX, US 78641

PHONE:(512) 943-1920
FAX:(512) 943-1930
EMAIL:parksandexpo@wilco.org

Permit # R7781
Status Approved
Date Sep 16, 2024 1:40 PM

Customer Name	Valeri Smith - 14165	**Cell Phone Number**	(254) 867-2038
Customer Type	General Public	**Email Address**	vdsmith@tstc.edu
Mailing Address	3801 Campus Drive Waco, TX 76507		
System User	Catherine Dodd		

Rental Fee	$1,000.00
Discounts	$0.00
Subtotal	$1,000.00
Deposits	$0.00
Deposit Discounts	$0.00
Total Permit Fee	$1,000.00
Total Payment	$0.00
Refunds	$0.00
Balance	$1,000.00

TSTC Graduation

1 resource(s) 1 booking(s) **Subtotal: $1,000.00**

Event Notes:
$500 Deposit due upon signing of contract
$1,000 Expo Hall Fee
*Remaining event fees will be added after completion of event.

Booking Summary

Expo Hall (Standard) — **Center: Expo Center**

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Tue, Dec 17, 2024 6:00 AM	Tue, Dec 17, 2024 11:59 PM	1	$1,000.00
Expo Hall	$1,000.00 / Day x 1	$1,000.00	

Payment Schedules — Original Balance: $1,000.00 Current Balance: $1,000.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Jan 1, 2025	$1,000.00	$0.00	$0.00	$1,000.00

X:

Date:

Williamson County Parks Department HQ
Mailing Address: 219 Perry Mayfield, Leander, TX 78641
Phone Number: (512) 943-1920
Fax Number: (512) 943-1930
Email Address: parksandexpo@wilco.org

X:

Date: Oct 15, 2024

Cledia Hernandez
Customer ID: 14165
Cell Phone Number: (254) 867-2038
Email Address: vdsmith@tstc.edu

ADDENDUM TO THE WILLIAMSON COUNTY EXPOSITION CENTER LICENSE & USE AGREEMENT

The following terms and conditions are incorporated into and form a part of the Williamson County Exposition Center License & Use Agreement hereinafter referred to as the "Agreement", between Williamson County, Texas (hereinafter referred to as "County") and **Texas State Technical College** (hereinafter referred to as "TSTC"), to which they are attached for all purposes. County and TSTC may individually be referred to as a "Party" or collectively as "Parties" to the Agreement or this Addendum.

a. Venue; Governing Law. As required by Chapter 135 of the Texas Education Code, McLennan County or Travis County, Texas, will be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without regard to conflict of law provisions.

b. Limitations. County is aware that there may be constitutional and statutory limitations on the authority of TSTC, as an agency of the State of Texas, to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on TSTC's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; jury waivers; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; insurance requirements; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on TSTC except to the extent authorized by the laws and Constitution of the State of Texas. County further acknowledges that, pursuant to Section 51.9335(h) of the Texas Education Code, a provision required by applicable law to be included in the Agreement is considered to be a part of the executed Agreement without regard to whether the provision appears on the face of the Agreement or whether the Agreement includes any provision to the contrary. Nothing in the Agreement is a waiver by TSTC or the State of Texas of sovereign immunity, or any other immunities, from suit or from liability that TSTC or the State of Texas may have by operation of law.

c. Counterparts. This Addendum, and any future document made subject to the Agreement, may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.

d. Addendum Controlling. In the event there is a conflict between the terms and conditions of this Addendum and the (1) Agreement or (2) any future quote, proposal, order form, scope of work document, invoice, acknowledgement or similar document governed by or controlling the Agreement, this Addendum will control.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to the Agreement by their duly authorized officers or representatives as of the latest of the below listed dates.

TSTC	**County**
Texas State Technical College	Williamson County, Texas
_____	_____
Authorized Signature	Authorized Signature
Cledia Hernandez	
Name	Name
Vice Chancellor & Chief Ext. Relations Officer	
Title	Title
Date Oct 15, 2024	Date _____

Contract #5390

Texas State Technical College System
System Risk Management

July 14, 2022

To Whom It May Concern:

Texas State Technical College has requested we provide you with information regarding the insurance provisions of Texas State Technical College System.

The Texas State Technical College System provides for Workers' Compensation Insurance pursuant to the Texas Labor Code, and all such benefits are provided in accordance with the provisions of that law.

State-owned vehicles of universities and agencies of the Texas State Technical College System are exempt from compulsory liability insurance requirements of the State of Texas. This exemption appears in Subtitle D Motor Vehicle Safety Responsibility; Chapter 601 Motor Vehicle Safety Responsibility Act; Subchapter A General Provisions; Section 007 Applicability of Chapter to Government Vehicle.

The liability of The Texas State Technical College System for personal injury and property damage is controlled by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are $250,000 for each person, $500,000 for each single occurrence for bodily injury or death and $100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the System as a state agency, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.

The Texas Constitution provides that the State cannot give, lend or pledge the credit of the State to any person, association or corporation, or make any grant of public monies to any person, association or corporation without express authority. Article 3, Sections 50-52, Texas Constitution. Unless the Texas Legislature by resolution permits a suit against the State, the State is not authorized to pay claimants and likewise is unable to indemnify a third party for the expenses associated with defending against such a claimant since such an indemnity would be an unauthorized grant of public monies to the putative indemnitee.

We trust the above information will provide the necessary insurance information needed by your organization. If we can be of any further assistance, please let us know.

Respectfully,

Charlotte Ables
Charlotte Ables (Jul 15, 2022 12:11 CDT)

Charlotte Ables, CTCM, CTCD
Executive Director Risk Management
Governance, Risk, and Compliance

3801 Campus Drive ♦Waco♦Texas♦76705
254-867-3751♦www.tstc.edu

Commissioners Court - Regular Session **12.**

Meeting Date: 10/22/2024

Grant to Regional Animal Shelter

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on receiving a grant from Best Friends Animal Society for the Williamson County Regional Animal Shelter.

Background

The Best Friends Animal Society would like to award the Williamson County Regional Animal Shelter with a $2,000 grant for their participation in the Best Friends Houston Summit. Grant funds should be used for lifesaving efforts.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Best Friends Grant

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:41 AM
Form Started By: Misty Valenta		Started On: 10/10/2024 01:09 PM
Final Approval Date: 10/17/2024		

Docusign Envelope ID: C9BFF9E2-0DE9-44B8-AC87-9690A0D7B334

BEST FRIENDS ANIMAL SOCIETY SHELTER PET DATA ALLIANCE GRANT AGREEMENT

BACKGROUND

Best Friends Animals Society ("BFAS") is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is No More Homeless Pets®. BFAS feels privileged to help save lives by working with organizations and agencies by providing funding for specific projects and/or needs.

Recipient (defined below) is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter which has submitted a grant request to BFAS requesting to be awarded a grant pursuant to the scope of the program below.

This grant agreement ("Agreement") will govern the terms of the grant (the "Grant"). The parties hereby agree to the following terms and conditions as of the date on which it is fully executed by both parties (the "Effective Date"). Each party shall be referred to herein individually as a "Party," and collectively as the "Parties."

AGREEMENT

Section 1. Project Description, Grant Amount and Term

Full Legal Name of the Recipient Organization ("Recipient"):
Williamson County Regional Animal Shelter

EIN #: 74-6000978

This is a one-time grant in the amount of: $ 2000

Description Project: 2024 Houston Summit

The Term of this Agreement, unless terminated pursuant to the language below will be from the "Grant Period" 10.8.2024 through 3.8.2025.

Grants will be provided in one-time payment with BFAS' obligation to disburse funds conditional upon receipt of Recipient's IRS Form W-9, due to BFNetwork@bestfriends.org

Section 2. Commitment from Recipient to BFAS

A. The earlier of six months of receipt of the Grant, Recipient agrees to provide a written report to BFAS describing the use of the Grant. Such report must include specific data, and a minimum of the "Publicity Materials" (defined below). These grant reports can include details on grant outcomes, shelter statistics of the municipal

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shelter(s) impacted by the grants (if applicable), accounting of how fund have been spent, the number of cats of dogs positively impacted and examples of successes.

B. Submit monthly data reporting through the Shelter Pet Data Alliance platform through the Term of this Agreement.

C. BFAS reserves the right to request detailed documentation on how the Grant funds were spent (including receipts if requested).

Section 3. Grant Branding Terms and Promotion

Recipient shall coordinate with BFAS regarding the promotion of the Grant. The Recipient agrees that BFAS may issue reports or statements to its members, the media and the public about the Grant and identify Recipient by name. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. The Recipient shall reasonably cooperate with BFAS network staff, volunteer team leaders, and news or magazine writers in the production of such news content. Neither Party may use the other Party's logos, trademarks, or other intellectual property without express written permission of the other Party.

Section 4. Grant Recipient Representations and Warranties Recipient represents and warrants as follows:

A. Recipient is a qualified 501(c)(3) entity or government organization and is and will continue to be a BFAS Network Partner during the Term of this Agreement.

B. Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same.

C. There are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which, if determined adversely, would have a material effect on Recipient's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Recipient which involve animal neglect or abuse.

D. The individual signing this Agreement on behalf of Recipient is legally competent to enter into this Agreement duly authorized to do so by the Recipient.

Section 5. Grant Restrictions

In addition to abiding by the requirement that the Grant funds be used in furtherance of the program described in Recipient's grant application, Recipient specifically agrees that no portion of the Grant funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

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Section 6. Termination

Recipient may terminate this Agreement upon providing ten (10) business days written notice to BFAS in the event of the following events of default:

(i) By its actions or statements, BFAS materially harms Recipient as determined by Recipient in its reasonable judgment;

(ii) BFAS files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation.

BFAS may terminate this Agreement upon providing ten (10) business days written notice to the Recipient in the event of the following events of default:

(i) By its actions or statements, Recipient materially harms BFAS as determined by BFAS in its reasonable judgment:

(ii) Recipient files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation (if a nonprofit corporation); or

(iii) Recipient fails to perform its commitments as set out in this Agreement.

Section 7. Photo, Video, Digital and Audio Release

Recipient grants to BFAS (including its employees, contractors and agents), the nonexclusive, perpetual, royalty-free right, license, and permission to photograph, video, and audio record any of Recipient's programs or events, associated with the Grant for the duration of this Agreement and to use such materials in any manner including for identification purposes, to promote or report about BFAS events, activities and mission; to raise donations, or for other purposes. Recipient warrants to BFAS that it has received any permissions needed to grant such rights and will indemnify, defend, and hold harmless BFAS from any claim that its use of such materials as permitted in this Agreement infringes any third-party rights.

Recipient agrees to provide to BFAS, via email to **BFNetwork@bestfriends.org** provided by BFAS, with a minimum of 2 unique still photo/s and/or 2 video clip/s of no less than 30 seconds in length, in a format suitable for posting on social media platforms or websites (with the specific digital format mutually agreed upon by the parties) relating to events or activities associated with the Grant (the "Publicity Materials"). Recipient grants BFAS the nonexclusive, perpetual, royalty-free right, license and permission to use the Publicity Materials in any manner BFAS deems appropriate and warrants to BFAS that it has received any permissions needed to grant such right and will, to the full extent permitted by law, indemnify, defend and hold harmless BFAS from any claim that BFAS use of such Publicity Materials pursuant to this Agreement infringes any third-party rights.

Section 8. Non-Disparagement

During the Term of this Agreement and for three years after this Agreement's termination, Recipient agrees to take reasonable commercial measures to ensure that its representatives and official media outlets do not make statements, including but not limited to social media posts,

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regarding the activities covered by this Agreement that are intended to or likely to bring BFAS into disrepute.

Section 9. Release

To the full extent permitted by applicable law, Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against BFAS relating to the Grant and its receipt of grant funds. Recipient agrees BFAS and its directors, officers, employees, representatives, agents, successors, and assigns (the "Releasees" are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from its programs. Recipient releases the Releasees from all liability arising from any work or activities related to this Grant.

Recipient understands this Agreement discharges the Releasees from any liability to Recipient with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant. To the full extent permitted by applicable law, Recipient releases the Releasees for BFAS' own negligence or liability that may result in bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant.

Section 10. Indemnity Agreement

To the full extent permitted by law, the Recipient and its directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Releasees harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of Recipient's actions or omissions related to the Recipient's programs or any breach by Recipient of this Agreement. This includes lone acts or omissions by the Recipient as well as the combined acts of the Recipient with others**.**

Section 11. Proprietary Information

Recipient acknowledges and agrees that the following constitute "Proprietary Information": any secret or proprietary information relating directly to BFAS business, including, but not limited to, any network and donation process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of BFAS. It is not anticipated that Recipient will have access to BFAS proprietary information because of this Agreement. Nonetheless, Recipient acknowledges and agrees in the event Recipient learns of or comes into possession of any BFAS proprietary information, Recipient will notify BFAS and return said

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information. Recipient agrees that it will not sue, supply or disclose any Proprietary Information it happens to learn of to any third party.

Section 12. Grant Restrictions

In addition to abiding by the requirement that the grant funds be used in furtherance of the Project, Recipient specifically agrees that no portion of the grant funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Section 13. Survival of Terms

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this Agreement are perpetual. The releases and indemnification obligations are perpetual. The agreement to maintain Proprietary Information confidential is perpetual. The Non-Disparagement clause survives for three years following the last disbursement of funds from BFAS to Recipient.

Section 14. No Third-Party Beneficiaries

Nothing in this Agreement shall be construed to give any person or entity other than the Parties to this Agreement any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties hereto.

Section 15. Other Terms

The provisions in this Agreement bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency, or joint venture between BFAS and Recipient. Neither Party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither Party has authority to bind the other to any contractual or other agreements and in no event shall either Party represent or hold itself out as acting on behalf of the other Party hereto.

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Except as prohibited by law, including Section 5 of Article XI of the Texas Constitution, the Recipient and its directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Releasees harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of Recipient's actions or omissions related to the Recipient's programs or any breach by Recipient of this Agreement. This includes lone acts or omissions by the Recipient as well as the combined acts of the Recipient with others.

All indemnification or limitations of liability of statues of limitation shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Recipient's rights

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By signing below, Recipient and BFAS acknowledge and agree to the terms of this Agreement. If signing electronically, the Parties acknowledge that they have read this Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. They agree that their electronic signatures are intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

Organization:

Signature:

Printed Name:

Title:

Date:

Mailing Address for grant funds:

Best Friends Animal Society

Signature: DocuSigned by: Kayla Riding AEC4C99407E043F...

Printed Name: Kayla Ridingq

Title: Specialist, Network Partner & SPDA Support

Date: October 8, 2024

Commissioners Court - Regular Session **13.**

Meeting Date: 10/22/2024

Approval of the Addendum for Training Strategies, Inc. for the County Auditor's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a services agreement between Williamson County and Training Strategies, Inc in the amount of $1,500 and authorizing the execution of the agreement.

Background

This agreement is for a not-to-exceed amount of $1,500 plus travel expenses. The contractor will provide training as outlined in the Statement of Work attached as an exhibit to the agreement for the Williamson County Auditor's Office. The training will be provided in a County Facility. The funding source is 01.0100.0495.004232. Orig 1129. Department point of contact is Jalyn Morris. This vendor is pubically traded, therefore a 1295 form will not be required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

County Addendum for Training Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/17/2024 08:49 AM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:52 AM
Form Started By: Koren Shannon		Started On: 10/09/2024 01:21 PM
Final Approval Date: 10/17/2024		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR TRAINING AGREEMENT

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 TRAINING AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Training Strategies, Inc** (hereinafter "Company"), both of which are referred to herein as the parties.

I.

Services: Company shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Company expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following:

As described in the attached Statement of Work/Quotation, dated September 24, 2024, which is incorporated herein as if copied in full.

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

II.

Consideration & Compensation: Company will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is $1500 for one class, 2 hours in duration, plus traveling expenses (hotel, per diem, mileage) unless amended by a change order and approved by the Williamson County Commissioners Court.** Travel expenses will be reimbursed in accordance with the Williamson County Vendor

Reimbursement Policy.

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

III.

Termination for Convenience: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving fourteen (14) 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.

IV.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

V.

Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

VI.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be *to the extent authorized under Texas law* and shall follow Texas law without modifying The County's rights.

VII.

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

VIII.

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

WITNESS 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

_____
Printed Name

Date: _____, 202_

COMPANY: Training Strategies, Inc

Nancy H. Baird, President/CEO
Authorized Signature

NANCY H. BAIRD
Printed Name

Date: October 7, 2024

Nancy H. Baird
Training Strategies, Inc.

(713) 569-2469 (cell)
nbairdtraining@outlook.com
http://www.nancybairdtraining.com/

Williamson County Auditor's Office

Training Proposal

Building a Strong Work Team: Focusing on Win-Win Results in an Everchanging Workplace Environment!

Trainer

Nancy H. Baird, M.Ed., is the president of Training Strategies, Inc., a Human Resources consulting company specializing in training, consulting, and management and organizational development. During her 30 years of consulting, Nancy has provided extensive expertise in Human Resources including setting up the Human Resources Department for an oil and gas company in Houston for two years. Nancy began her career with Harris County where she worked as a Juvenile Probation Officer and Training Specialist.

Nancy is a dynamic facilitator who has more than 30 years of experience conducting training and developing training materials. She has conducted workshops for more than 300 companies, associations and agencies, including the United Way of the Texas Gulf Coast, Hilcorp Energy Company, Scientific Drilling International, Cathexis Oil & Gas, LLC, Mariner Energy, Vinson & Elkins LLP, Baker & McKenzie Law Firm, Friedkin Companies, MD Anderson Cancer Center, Sam Houston State University's Correctional Management Institute of Texas (CMIT), and Rice University.

Nancy, a native Houstonian, attended the University of New Mexico and received her undergraduate degree in Anthropology and a Master of Education Degree in Educational Psychology from the University of Houston. She is an expert in designing creative training programs that change the way people think and in guiding organizations to develop empowered teams, and vital, realistic strategic plans. Her humor and energy invite participants to learn and work in a relaxed, positive atmosphere. People do not forget Nancy Baird and her unique training and facilitating abilities.

Instructional Methods

The workshop will include lecture, guided group discussion, assessments, individual and group activities, and action plans.

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Workshop Overview and Objectives

Today's workplace, in many ways, is completely different from even 3-5 years ago. Now employee demands have increased to the extent it is hard for leaders to meet many of these expectations. Therefore, it is time to change the culture of work! Every organization has a unique "work culture" that is created by the leaders and, ultimately, the organization's long-term goals and customers' (internal and external) demands. A "high-performance work team" refers to a group of goal-focused individuals with specialized expertise and complementary skills who collaborate, innovate, and produce consistently superior results. This group relentlessly pursues performance excellence through shared goals, shared leadership, collaboration, open communication, clear role expectations, group operating rules, early conflict resolution, and a strong sense of accountability and trust among its members.

Team members want to know where they are going, so they understand the method and plan to navigate a path to personal and organizational success. This takes focused and positive teamwork. This teamwork can only be achieved with everyone "rowing" in the same direction. This workshop will provide strategies and techniques for building a great team focused on cultivating maximum team productivity, enhancing communication and trust, and aligning team members around shared goals.

At the conclusion of this team building retreat, participants will be able to:

1. Identify personal skills and experiences that enhance the complementary skills and successes of team members.
2. Identify how changes in today's workplace have influenced the way in which everyone works today.
3. Identify personal communication styles and the way in which different styles affect personal effectiveness, individual and team performance.
4. Demonstrate strategies to increase effective communication with different styles to maximize individual productivity and increase positive organizational and team results.
5. Demonstrate examples of ways in which personnel, who are experiencing professional transitions, "burn their bridges" by their actions, and methods to increase their success during the transition.
6. Describe **Williamson County Auditor's Office** "organizational culture," and ways in which the culture impacts communication, team effectiveness, and the successful achievement of personal and organizational goals.
7. Identify the characteristics of successful teams and methods to increase unity among team members in order to consistently expect exceptional results, especially during organizational changes.
8. Working in groups, develop "Team Commandments" (Ground Rules) the **Williamson County Auditor's Office** team must live by to enhance the overall productivity of the team.
9. Develop a plan of action for personal team skills focusing on positive personal results, and overall team success.

Materials and Equipment

To be provided by **Williamson County Auditor's Office:**

- Training room, set-up with tables and chairs.
- Participant handouts.

To be provided by **Training Strategies, Inc.**:

- Master copy of participant handouts that will include customized skill practice exercises, handouts, assessments, worksheets.

Workshop Format

This workshop will be presented in a 2-hour session on November 15, 2024. Below is the agenda:

1:00 p.m. – 3:00 p.m.	*Welcome and Introductions*
	My Skills…My Team
	Seismic Changes: Workplaces are a Different Animal Today
	Pessimist versus Optimist: It's Between Your Ears
	Communication Styles: Speak So People Listen…Listen So People Speak
	Our Organizational Culture: Why It Matters!
	Team Commandments: Focusing on What Works!
	Strategic Action Teams Take WORK!
	Personal Plan of Action
	Adjourn

Cost

The cost includes development and delivery of the one-day workshop and master copy of participant handouts.

$ 1,500.00 plus travel expenses (mileage (Houston to Georgetown), one night hotel lodging)

Commissioners Court - Regular Session **14.**

Meeting Date: 10/22/2024

Approval of Ratification of Moving Service Contract with Central Transportation Systems, Inc. for Elections Departmen

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving and ratifying the Moving Services Contract with Central Transportation Systems, Inc. in the amount of $47,580.00 for election equipment moving services utilizing cooperative contract # TXMAS-22-96201.

Background

Voting booth equipment moving services are required for the upcoming election. Services are required starting the week of October 14th. A cooperative contract with TXMAS is being utilized for this purchase with Central Transportation Systems, Inc. A service contract was established and signed on October 13, 2024. Funding sources:

01.0100.0492.004100 $19,507.80
01.0375.0375.004100 $28,072.20

Department Point of Contact is Bridgette Escobedo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Central Transportation Systems Contract

Central Transportation Systems Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/17/2024 10:56 AM
Form Started By: Joy Simonton		Started On: 10/15/2024 04:13 PM
Final Approval Date: 10/17/2024		

WILLIAMSON COUNTY
MOVING SERVICE CONTRACT
CENTRAL TRANSPORTATION SYSTEMS, INC.

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

I.

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

Service Provider agrees that it will NOT store any Williamson County Elections Department Voting Equipment (herein after "Equipment") overnight at any property not owned by the County for any elections conducted by Williamson County Elections Department ("Department"). All Equipment that is scheduled for delivery must be picked up from the Department and delivered to the voting location the same day, as directed by the Department. Service Provider shall be responsible for obtaining a delivery receipt from the voting location when the Equipment is delivered to a voting location. After an election, Service Provider must pick up the Equipment from the voting locations and return them to the Department Warehouse on the same day. Service Provider shall be responsible for obtaining a delivery receipt from the Department Warehouse when the Equipment is delivered back to the Warehouse. Service Provider shall be responsible for all Equipment and for any damage to such Equipment while it is in Service Provider's custody.

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 moving services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof

of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until **November 8, 2024**, or when terminated pursuant to this Contract.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be Forty-Seven Thousand Five Hundred Eighty Dollars ($47,580.00).

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

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

IV.

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

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
b. Employer's Liability Bodily Injury by Accident	$500,000 Ea. Accident

Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

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

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

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

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

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

V.

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

provided.

VI.

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

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

VII.

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

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 Service Provider 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 Contract that are required by changes in federal, state, or local law or

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

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

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

Contract include the following:

A. The attached Quote, and being marked **Exhibit "A;"**
B. Cooperative Purchasing Agreement (TXMAS-22-96201); and
C. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

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

WILLIAMSON COUNTY:

Bill Gravell Jr.
Bill Gravell (Oct 13, 2024 10:44 CDT)
Authorized Signature

County Judge
County Judge/Presiding Officer

Date: 10/13/2024, 20___

SERVICE PROVIDER:

Central Transportation Systems
Name of ~~Service~~ Provider

Authorized Signature

James Welch
Printed Name

Date: October 11, 2024

Exhibit "A"
Quote

CENTRAL
TRANSPORTATION SYSTEMS

October 8, 2024

Stephen Soto
Operations Supervisor
Elections
office: 512.943.1156
stephen.soto@wilco.org
301 SE Inner Loop Ste.104, Georgetown, TX 78626

Re: Voting Booth Distribution and collection.

Stephen,

Thank you for considering Central Transportation for your moving needs. Our Tax ID Number is: 74-0549930. Our TXMAS number is - **TXMAS-22-96201**

Move Scope:
For Early Voting:
Delivery days' timeframe of Oct. 16th- Oct. 18th.
355 total items.
22 stops.

For Election Day:
Delivery days' timeframe Oct. 30th-Nov. 1st.
699 total Items.
57 stops.

After Election Return:
Item return timeframe Nov. 6th-Nov.8th.
1054 total Items returned.
79 stops.

include voting equipment, carts, tables, chairs, signs, cones, mats, and ramps

Move Rate Summary

Vendor is offering TXMAS Rates on this project

Delivery total for Early Voting and Election Day from Warehouse

Price: $1.83
UOM: 13,000 sq ft
Contractor: Central Transportation Systems, Inc.
Contract Number: TXMAS-22-96201
Contract Type: TXMAS
Commodity Code: 96256
Min. Order Quantity: 1
Delivery Days: 30
NIGP Code: 11625089
Item Availability Start Date: 10/7/2021
Item Availability End Date: 8/23/2025
Supplier Part Number: Base Service Area Standard Rates
Manufacturer Part #: Standard Rate 11625063
Manufacturer: Central Transportation Systems, Inc.

- **Moving Cost**
  - **13,000 square feet @ $1,83 = $23,790.00**

Pick up all location and return to warehouse

Price: $1.83
UOM: 13,000 sq ft
Contractor: Central Transportation Systems, Inc.
Contract Number: TXMAS-22-96201
Contract Type: TXMAS
Commodity Code: 96256
Min. Order Quantity: 1
Delivery Days: 30
NIGP Code: 11625089
Item Availability Start Date: 10/7/2021
Item Availability End Date: 8/23/2025
Supplier Part Number: Base Service Area Standard Rates
Manufacturer Part #: Standard Rate 11625063
Manufacturer: Central Transportation Systems, Inc.

- **Moving Cost**
  - **13,000 square feet @ $1,83 = $23,790.00**

Total Bid: $47,580.00

Central Transportation Systems Contract - Elections Department 10-11-24 Signed by Vendor

Final Audit Report 2024-10-13

Created:	2024-10-13
By:	Andrea Schiele (aschiele@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZHek0BLfKZbdlgR-mUme8G4GzkVISs19

"Central Transportation Systems Contract - Elections Departmen t 10-11-24 Signed by Vendor" History

Document created by Andrea Schiele (aschiele@wilco.org)
2024-10-13 - 3:40:30 PM GMT- IP address: 74.193.13.126

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-10-13 - 3:41:46 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-10-13 - 3:42:17 PM GMT- IP address: 74.193.13.126

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-10-13 - 3:44:02 PM GMT - Time Source: server- IP address: 74.193.13.126

Agreement completed.
2024-10-13 - 3:44:02 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:
2024-1225292

Date Filed:
10/10/2024

Date Acknowledged:
10/15/2024

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

Central Transportation Systems, Inc
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 Ourchasing

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.

2024317
Moving Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Trust, Appleton	El Paso, TX United States	X	
Appleton, Jenny	El Paso, TX United States	X	
Moon, Kimberly	El Paso, TX United States	X	
Appleton, Elizabeth	El Paso, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1225292

Date Filed:
10/10/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Central Transportation Systems, Inc
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 Ourchasing

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.
2024317
Moving Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Trust, Appleton	El Paso, TX United States	X	
Appleton, Jenny	El Paso, TX United States	X	
Moon, Kimberly	El Paso, TX United States	X	
Appleton, Elizabeth	El Paso, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Travis County, State of TX, on the 10 day of 10 (month), 2024 (year).

James Welch
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **15.**

Meeting Date: 10/22/2024

Approval of Purchase of CRADLEPOINT INC. from GTS Technology Services for Information Systems

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Purchase #202545 between Williamson County and GTS Technology Services for CRADLEPOINT INC for a total amount of $89,518.00 pursuant to DIR contract #DIR-CPO-4751.

Background

The approval of this purchase will benefit Information Systems by providing life cycle replacement in-car routers for first responder vehicles. These routers provide a network connection to their in-car computers. Funding source is 01.0100.0503.003010 as per FY25 budget. Budget, Contract Audit and General Council have approved the purchase. Origination #1203. The department point of contact is Thomas Piche.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GTS Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/16/2024 04:52 PM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:45 AM
Form Started By: Barbi Hageman		Started On: 10/11/2024 01:44 PM
Final Approval Date: 10/17/2024		

GTS TECHNOLOGY SOLUTIONS

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

QUOTE

Quote Number: [redacted]
Quoted Date: 09/18/2024
Expiration Date: 10/31/2024
Account Exec: Ashley Ambroso
Inside Sales Rep: Jed Rhodes
jed.rhodes@gts-ts.com
(512) 681-6219
Terms: NET 30

QUOTE FOR:

Williamson County

Group1

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	MB01-19005GB-GA	CRADLEPOINT INC : 1-yr NetCloud Mobile Performance Essentials Plan and R1900 router with WiFi (5G modem), no AC power supply or antennas, Global		DIR-CPO-4751	65	$ 1,377.20	$ 89,518.00

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability. Dell maintains a strict zero-return policy. Therefore, purchases of incorrect quantity, specifications, items, or configurations are non-refundable and non-returnable. Please ensure that you have reviewed your quote thoroughly.
This quote does not include the applicable sales tax for our commercial customers

Sales Total:	**$ 89,518.00**
Freight & Misc:	**$ 0.00**
Tax Total:	**$ 0.00**
Total (USD):	**$ 89,518.00**

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:
2024-1226795

Date Filed:
10/15/2024

Date Acknowledged:

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

GTS Technology Solutions
Austin, TX United States

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

Williamson County

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.

202545
Q-03089 Cradelpoint Mobile Routers

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 is [redacted], Austin, TX, 78758, _____.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 15th day of October, 2024.
(month) (year)

Eilene Melvin

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1226795

Date Filed:
10/15/2024

Date Acknowledged:
10/16/2024

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

GTS Technology Solutions
Austin, TX United States

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

Williamson County

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.

202545
Q-03089 Cradelpoint Mobile Routers

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 **16.**

Meeting Date: 10/22/2024

Approval of Services Agreement from Bonterra Tech LLC for Apricot 360 for EMS Department

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the addendum to Bonterra Master Subscription and Service Agreement #202548 of Apricot 360 for EMS in the amount of $13,824.50 for FY2024, and authorize the execution of the agreement.

Background

The software is a highly customizable system to document our Community Health Paramedicine program encounters with clients and produce reports based on our interactions. This three-year agreement totaling $43,581.79 (effective December 1,2023 - November 30, 2026) was reviewed by Contract Audit and Legal. The FY24 Invoice amount stated above is for the period December 1, 2023 through November 30, 2024. Once approved, the FY24 invoice will be submitted and paid with FY24 funds before the closing of the Fiscal Year. The three-quote requirement was completed. The Funding Source is 01.0340.0540.004010, Origination ID #759, and the point of contact is Jessica Toothman.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bonterra agreement

Form 1295 Bonterra Tech complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/16/2024 04:57 PM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:40 AM
Form Started By: Johnny Grimaldo		Started On: 10/08/2024 12:40 PM
Final Approval Date: 10/17/2024		

Docusign Envelope ID: 230AF00F-0A1C-4E0F-AE96-7C27CE5D4369

WILLIAMSON COUNTY ADDENDUM TO BONTERRA MASTER SUBSCRIPTION AND SERVICE AGREEMENT

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 ADDENDUM TO BONTERRA MASTER SUBSCRIPTION AND SERVICE AGREEMENT ("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 **Bonterra Tech LLC** (hereinafter "Bonterra"), both of which are referred to herein as the parties. Subject to the changes herein, the parties have accepted the Master Subscription and Service Agreement ("Agreement"), and the following changes shall be incorporated as if part of the Agreement.

I.

Prompt Payment Act: 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 agreement; (2) the date the performance of the service under the agreement 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.

In the event that an error appears on an invoice submitted by Bonterra, Williamson County shall notify Bonterra of the error not later than the twenty-first (21st) day after the date Williamson County receives the invoice. If the error is resolved in favor of Bonterra, Bonterra shall be entitled to receive interest on the unpaid balance of the invoice submitted by Bonterra beginning on the date that the payment of the invoice became overdue. If the error is resolved in favor of Williamson

Docusign Envelope ID: 230AF00F-0A1C-4E0F-AE96-7C27CE5D4369

County, Bonterra shall submit a corrected invoice that must be paid in accordance with the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice in not paid by the appropriate date.

II.

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

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 Bonterra for any reason are hereby deleted.

III.

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

Additionally, if funds required for the execution of this Agreement and/or Order Form are not appropriated or allocated by the County during the County's fiscal year, the County may terminate this Agreement upon written notice. In such case, Bonterra shall settle all outstanding payment obligations for services or goods rendered prior to the termination date.

IV.

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

V.

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

Docusign Envelope ID: 230AF00F-0A1C-4E0F-AE96-7C27CE5D4369

AS WITNESS WHEREOF this Addendum shall be effective as of the date of the last party's execution below.

Service Provider:
Bonterra Tech LLC

By: Ben Cohen

Printed Name: Ben Cohen
Title: CRO
Date: 7/31/2024

Address:
10801 N. MoPac Expressway
Building 2, Suite 300, Austin TX 78759

County:
Williamson County, Texas

By: _____

Printed Name: _____
Title: Presiding Officer
Date: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626

Docusign Envelope ID: 230AF00F-0A1C-4E0F-AE96-7C27CE5D4369

Bonterra Order Q-30642

BONTERRA ORDER FORM

Williamson County EMS
3189 SE Inner Loop Ste A
Georgetown, Texas, 78626

Bonterra Tech LLC
10801-2 N Mopac Expressway, Ste. 300
Austin, Texas 78759

This Order Form ("Order") is entered into and effective as of the last signature date ("Order Effective Date") by and between the Customer named above and Bonterra Tech LLC. The Parties hereby agree as follows:

TERMS & CONDITIONS

A. AGREEMENT
This Order is subject to the Bonterra Tech Master Subscription and Services Agreement and Addendum thereto ("Agreement") attached below. Capitalized terms not otherwise defined in this Order have the meaning ascribed to them in the Agreement.

B. SERVICE DESCRIPTIONS
The description(s) for the Services ordered in the Fee Tables below can be found at the following links:
https://www.bonterratech.com/legal/product-terms-conditions.
If Services have been ordered, then the Services Statement of Work (SOW) is incorporated into this Order.

C. INVOICING
Annual Fees for the Subscription Term are invoiced upon the execution of this Order, then on an Annual basis thereafter per the terms of the Agreement. If the Customer is ordering additional Annual services, then the Annual Fees are invoiced upon the execution of this Order on a prorated basis for the remainder of the current coterminous term of the then current Subscription and then the full Annual Fees will be invoiced on an annual basis thereafter at the same time as the fees for the current Annual Subscription.

D. SPECIAL TERMS AND CONDITIONS
None

Fee Schedule

Customer will pay the following amounts for the Services in accordance with the terms of the Agreement:

SUBSCRIPTION FEES						
Product	**Product Description**	**Start Date**	**End Date**	**Quantity**	**Unit Price**	**Total Price**
Apricot 360 Bundle	The Apricot 360 license includes 10GB of database storage with two User licenses designated with Administrator privileges. Each Administrator seat is provided with basic training. Additional licenses for Users or designated Administrators may be purchased on a per-user basis. For applicable terms and conditions, please see the Master Services Agreement at https://www.socialsolutions.com/legal	12/1/2023	11/30/2024	10.00	$1,006.20	$10,062.00
Apricot 360 Bundle	The Apricot 360 license includes 10GB of database storage with two User licenses designated with Administrator privileges. Each Administrator seat is provided with basic training. Additional licenses for Users or designated Administrators may be purchased on a per-user basis. For applicable terms and conditions, please see the Master Services Agreement at https://www.socialsolutions.com/legal	12/1/2024	11/30/2025	10.00	$1,056.51	$10,565.10

Docusign Envelope ID: 230AF00F-0A1C-4E0F-AE96-7C27CE5D4369

Bonterra Order Q-30642

Apricot 360 Bundle	The Apricot 360 license includes 10GB of database storage with two User licenses designated with Administrator privileges. Each Administrator seat is provided with basic training. Additional licenses for Users or designated Administrators may be purchased on a per-user basis. For applicable terms and conditions, please see the Master Services Agreement at https://www.socialsolutions.com/legal	12/1/2025	11/30/2026	10.00	$1,109.34	$11,093.40
Apricot Silver Support	Fixed Price, pre-scheduled consultation provided by Advanced Support Consultant (ASC) resources for up to 15 hours per year. ASC will pre-schedule monthly calls in collaboration with client needs, remaining hours can be used for additional calls, deliverables, or ad-hoc requests. Pre-scheduled hours will be deducted from the client's project monthly. Clients must reschedule within the same month or request in writing the delay of monthly hour usage to avoid hour deduction from project.	12/1/2023	11/30/2024	1.00	$3,762.50	$3,762.50
Apricot Silver Support	Fixed Price, pre-scheduled consultation provided by Advanced Support Consultant (ASC) resources for up to 15 hours per year. ASC will pre-schedule monthly calls in collaboration with client needs, remaining hours can be used for additional calls, deliverables, or ad-hoc requests. Pre-scheduled hours will be deducted from the client's project monthly. Clients must reschedule within the same month or request in writing the delay of monthly hour usage to avoid hour deduction from project.	12/1/2024	11/30/2025	1.00	$3,950.63	$3,950.63
Apricot Silver Support	Fixed Price, pre-scheduled consultation provided by Advanced Support Consultant (ASC) resources for up to 15 hours per year. ASC will pre-schedule monthly calls in collaboration with client needs, remaining hours can be used for additional calls, deliverables, or ad-hoc requests. Pre-scheduled hours will be deducted from the client's project monthly. Clients must reschedule within the same month or request in writing the delay of monthly hour usage to avoid hour deduction from project.	12/1/2025	11/30/2026	1.00	$4,148.16	$4,148.16

Docusign Envelope ID: 230AF00F-0A1C-4E0F-AE96-7C27CE5D4369

Bonterra Order Q-30642

					Discounts	**$0.00**
					Subscription Total	**$43,581.79**

ONE-TIME FEES					
Product	**Product Description**	**Start Date**	**Quantity**	**Unit Price**	**Total Price**
				Discounts	**$0.00**
				One-Time Total	**$0.00**

Total Contract Value*	**$43,581.79**

*The fees stated herein do not include applicable taxes; any applicable taxes will be applied at the time of invoicing.

This Order and terms herein are agreed to and accepted upon signature of Customer, or upon Customer's remittance to Bonterra of a purchase order with the Quote/Order Number written above.

Ben Cohen

Williamson County EMS
Name
Title
Date

Bonterra Tech LLC
Name Ben Cohen
Title CRO
Date 10/11/2024

Docusign Envelope ID: 230AF00F-0A1C-4E0F-AE96-7C27CE5D4369

MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Master Subscription and Services Agreement (this "***Agreement***") is between the Bonterra entity, named above the signature line on the Order Form ("***Bonterra***") and the company named above the signature line on the Order Form ("***Customer***") and is effective as of the date of signature by Customer on the Order Form (the "***Effective Date***").

1. Provision and Use of the Bonterra Products and Services

1.1 Provision of Bonterra Products. Bonterra will make available to Customer the Bonterra products and services set forth in the applicable Order Form (collectively, "***Bonterra Products***") and, subject to the terms of this Agreement and the applicable Order Form, Bonterra hereby grants Customer a non-exclusive, limited, worldwide right to access and use such Bonterra Products and to permit Users to use the Bonterra Products on its behalf. "***User***" means anyone that Customer allows to use its accounts for the applicable Bonterra Product, consisting of (a) employees and contractors of Customer and (b) others, if permitted in this Agreement or an Order Form. The Bonterra Products are provided pursuant to the terms and conditions set out in this Agreement and the applicable Order Form. "***Order Form***" means a Bonterra order form, quote or other similar document that (i) incorporates this Agreement by reference; (ii) lists the Bonterra Products, pricing, subscription term, permitted number of Users, overage fees (if applicable) and other terms and conditions; and (iii) is signed by both parties.

1.2 Data Security.

(a) Bonterra will maintain a security program in accordance with applicable data privacy laws and industry standards that is designed to (i) protect the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. In furtherance of the foregoing, Bonterra will maintain the administrative, physical and technical safeguards to protect the security of Customer Data that are described in the Bonterra security page located at https://www.bonterratech.com/privacy-policy (the "***Security Page***"). "***Customer Data***" means any data, content or materials that Customer (including its Users) submits to its Bonterra Product accounts, including from Third Party Platforms. "***Third Party Platform***" means any product, add-on or platform not provided by Bonterra that Customer uses with a Bonterra Product.

(b) To the extent that Bonterra processes Personal Data (as defined in the DPA referenced below) on Customer's behalf, pursuant to a Bonterra Product listed on an executed Order Form, the Data Processing Addendum ("***DPA***") currently available at: https://www.bonterratech.com/privacy-policy is hereby incorporated into this Agreement by reference.

1.3 Customer Responsibilities.

(a) Customer acknowledges that Bonterra's provision of the Bonterra Products is dependent on Customer providing all reasonably required cooperation, and Customer will provide all such cooperation in a diligent and timely manner. Customer is responsible for provisioning and managing its User accounts, and for its Users' acts and omissions (including compliance with Customer's obligations under this Agreement and each applicable Order Form). Customer will ensure that all Users receive training sufficient to enable Customer to effectively access and use the Bonterra Products.

(b) Customer will (i) use commercially reasonable efforts to prevent unauthorized access to or use of the Bonterra Products and notify Bonterra promptly of any such unauthorized access or use or any other known or suspected breach of security or misuse of any Bonterra Product by Customer, Customer's employees, Users, agents or any authorized

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other third parties, (ii) be responsible for obtaining and maintaining any equipment, software and ancillary services needed to connect to, access or otherwise use the Bonterra Products and (iii) be responsible for all Customer Data, Customer Materials (as defined below) and other content provided by Customer or its Users (including their compliance with applicable law). Customer will be solely responsible for its failure to maintain such equipment, software and services, and Bonterra will have no liability for such failure (including under any service level agreement).

(c) Customer will not use any Bonterra Product to transmit or provide to Bonterra any financial, biometric, medical or health information of any nature, or any sensitive personal data *(e.g*., social security numbers, driver's license numbers, birth dates, personal bank account numbers, passport or visa numbers and credit card numbers) or data relating to minors or other individuals under the legal age of consent, except pursuant to a separate signed agreement between the parties.

(d) If Customer uses any Bonterra Product to disburse funds, payments, donations, or grants (collectively, "***Funds Disbursement***"), then Customer is liable for all such Funds Disbursements and any related policies, recommendations, or decisions. No content or information provided by Bonterra shall be construed as a recommendation or advice with respect to any Funds Disbursement.

1.4 Professional Services. If applicable, Bonterra will perform Professional Services as described in an Order Form or a SOW (as defined below), which may identify additional terms or milestones for the Professional Services. "***Professional Services***" means training, migration or other professional services that Bonterra furnishes to Customer related to the Bonterra Product. "***SOW***" means a statement of work for Professional Services that references this Agreement and is executed by both parties (collectively, "***SOW***"). For clarity, Professional Services are separate from the Bonterra Products. Customer will give Bonterra timely access to Customer Materials reasonably needed for Professional Services, and Bonterra will use the Customer Materials only for the purpose of providing Professional Services. Customer may use code or other deliverables that Bonterra furnishes as part of Professional Services only in connection with Customer's authorized use of the Bonterra Product under this Agreement. "***Customer Materials***" means materials and resources that Customer makes available to Bonterra in connection with Professional Services.

1.5 Affiliates; Public Sector Agencies. Customer's Affiliates may serve as Users under this Agreement. Alternatively, any Affiliate of Customer or Bonterra will have the right to enter into an Order Form executed by such Affiliate(s) and this Agreement will apply to each such Order Form as if each such Affiliate were a signatory to this Agreement. With respect to any such Order Form, such Affiliate becomes a party to this Agreement and references to Customer or Bonterra, as applicable, in this Agreement are deemed to be references to such Affiliate. Each Order Form is a separate obligation of the Customer entity and Bonterra entity that executes such Order Form, and no other Customer entity or Bonterra entity has any liability or obligation under such Order Form. "***Affiliates***" means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists, wherein "***Control***" means beneficial ownership of 50% or more of the voting power or equity in an entity or power to direct an entity's management. In addition, if Customer is a public sector agency, the term "***Affiliate***" with respect to Customer will instead mean a public agency in the same jurisdiction as Customer (*i.e.*, official authority within the same city, county or state government).

2. Fees

2.1 Fees. Customer will pay Bonterra the fees set forth in the applicable Order Form. Customer will pay those amounts due and not disputed in good faith in accordance with Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be

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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 submitted by Vendor, Williamson County shall notify Vendor of the error not later than the twenty first (21st) day after the date Williamson County receives the invoice. If the error is resolved in favor of Vendor, Vendor shall be entitled to receive interest on the unpaid balance of the invoice submitted by Vendor beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Williamson County, Vendor shall submit a corrected invoice 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 is not paid by the appropriate date. Bonterra may provide Customer with written notice of a change or increase in pricing for an Order Form at least sixty (60) days prior to the end of the then-current subscription term, and such modified pricing will become effective thereafter at the time of the renewal.

2.2 Late Payment. [reserved; see 2.1]

2.3 Taxes. Fees and expenses are exclusive of any sales, use or similar taxes or duties that apply to Bonterra Products or Professional Services (collectively "***Taxes***"). Customer will be solely responsible for payment of all Taxes, except for those taxes based on the income of Bonterra. Customer will not withhold any Taxes from any amounts due to Bonterra. If Customer is subject to a Tax exemption, then Customer shall provide documentary proof of such exemption promptly after the Effective Date.

3. Proprietary Rights

3.1 Proprietary Rights. As between the parties, Bonterra exclusively owns all right, title and interest in and to the Bonterra Products, System Data (as defined below), Bonterra's Confidential Information and templates, methodology and deliverables of the Professional Services, and all related intellectual property and other proprietary rights. As between the parties, Customer exclusively owns all right, title and interest in and to the Customer Data and Customer's Confidential Information, and all related intellectual property and other proprietary rights. "***System Data***" means data collected by Bonterra regarding the Bonterra Product that may be used to generate logs, statistics or reports regarding the performance, availability, usage, integrity or security of the Bonterra Product (for clarity, excluding Customer Data).

3.2 Feedback. Customer grants to Bonterra and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, make and incorporate into their products and services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to any of Bonterra's or its Affiliates' products or services.

3.3 Aggregated and Anonymized Data. Customer agrees that Bonterra and its Affiliates have the right to aggregate and anonymize Customer Data, such that the resulting data cannot be reverse engineered to identify a specific person, and shall be free (during and after the term hereof) to use and disclose such aggregated and anonymized data for their business purposes.

4. Confidentiality; Restrictions

4.1 Confidentiality. Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. "***Confidential Information***" means (a) any information disclosed by either party that is marked or otherwise designated as confidential or proprietary; and (b) any information that should be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure;. Confidential Information includes, but is not limited to, technical or performance information about the Bonterra Products or the Professional Services. However, "Confidential Information" will not include any information which (a) is in the public domain through no fault of the receiving party; (b) was properly

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known to the receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to the receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. Either party may disclose Confidential Information (i) to its employees and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement; and (ii) as required by law, including the Public Information Act (in which case the receiving party will provide the disclosing party with prior written notification thereof, will provide the disclosing party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section 4, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it.

4.2 Technology Restrictions. Customer will not directly or indirectly: (a) reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code underlying any Bonterra Product; (b) attempt to probe, scan or test the vulnerability of any Bonterra Product without proper written authorization; (c) attempt to breach the security or authentication measures of any Bonterra Product without proper authorization or wilfully render any part of any Bonterra Product unusable; (d) use or access any Bonterra Product to develop a product or service that is competitive with any of Bonterra's products or services or engage in competitive analysis or benchmarking; (e) transfer, distribute, resell, lease, license, assign or, except to Users as expressly permitted hereunder, make available to any third party any Bonterra Product; or (f) otherwise use any Bonterra Product in violation of applicable law (including any export law).

5. Warranties and Disclaimers

5.1 Mutual. Each party warrants that (a) it has the legal power and authority to enter into this Agreement and (b) it will use industry-standard measures to avoid introducing viruses or other malicious code into the Bonterra Products.

5.2 Bonterra. Bonterra warrants that (a) the Bonterra Products will perform materially as described in the applicable product description under the Order Form for such Bonterra Products and Bonterra will not materially decrease the overall functionality of the Bonterra Products during the applicable subscription term (the "***Performance Warranty***"), and (b) any Professional Services will be provided in a professional and workmanlike manner (the "***Professional Services Warranty***"). Bonterra will use reasonable efforts to correct a verified breach of the Performance Warranty or Professional Services Warranty reported by Customer. If Bonterra fails to do so within 30 days after Customer's warranty report, then either party may terminate the applicable Order Form as it relates to the non-conforming Bonterra Product or Professional Services, in which case Bonterra will refund to Customer any prepaid subscription fees for the terminated portion of the applicable subscription term (for the Performance Warranty) or for the non-conforming Professional Services (for the Professional Services Warranty). To receive these remedies, Customer must report a breach of warranty in reasonable detail within 30 days after discovering the issue in the applicable Bonterra Product or 30 days after delivery of the relevant Professional Services. These procedures are Customer's exclusive remedies and Bonterra's sole liability for breach of the Performance Warranty or Professional Services Warranty.

5.3 Customer. Customer warrants that it has all rights necessary to provide any information, data or other materials that it or its Users provide hereunder, and to permit Bonterra to use the same as contemplated hereunder.

5.4 DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. BONTERRA'S WARRANTIES IN THIS SECTION 5 DO NOT APPLY TO AND BONTERRA IS NOT RESPONSIBLE OR LIABLE FOR (A) ANY MISUSE OR UNAUTHORIZED MODIFICATIONS OF ANY BONTERRA PRODUCT BY OR ON BEHALF OF CUSTOMER OR USER OR (B) ANY ISSUES ARISING FROM THIRD PARTY PLATFORMS. ADDITIONALLY, BONTERRA DOES NOT GUARANTEE THE CONTINUED AVAILABILITY OF ANY THIRD PARTY

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PLATFORM OR ANY INTEGRATION THEREWITH, AND MAY CEASE MAKING ANY SUCH INTEGRATION AVAILABLE IN ITS DISCRETION. THESE DISCLAIMERS APPLY TO THE FULL EXTENT PERMITTED BY LAW.

6. Indemnification

Bonterra will defend Customer against any claim, demand, suit, or proceeding ("***Claim***") made or brought against Customer by a third party alleging that the use of the Bonterra Products as permitted hereunder infringes or misappropriates a United States patent, copyright or trade secret and will indemnify Customer for any damages finally awarded against Customer (or any settlement approved by Bonterra) in connection with any such Claim; provided that (a) Customer will promptly notify Bonterra of such Claim, (b) Bonterra will have the sole and exclusive authority to defend and settle, if applicable, any such Claim (provided that Bonterra may not settle any Claim without Customer's prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Customer of all related liability) and (c) Customer reasonably cooperates with Bonterra in connection therewith. If the use of the Bonterra Product by Customer has become, or in Bonterra's opinion is likely to become, the subject of any claim of infringement, Bonterra may at its option and expense (i) procure for Customer the right to continue using and receiving the applicable Bonterra Product as set forth hereunder; (ii) replace or modify the applicable Bonterra Product to make it non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably practicable, terminate the applicable Order Form and provide a pro rata refund of any prepaid subscription fees corresponding to the terminated portion of the applicable subscription term. Bonterra will have no liability or obligation with respect to any Claim if such Claim is caused in whole or in part by (A) compliance with designs, guidelines, plans or specifications provided by Customer; (B) use of the applicable Bonterra Product by Customer not in accordance with this Agreement; (C) modification of the applicable Bonterra Product by or on behalf of Customer; (D) Customer Data or Customer Materials or (E) the combination, operation or use of the applicable Bonterra Product with other products or services where such Bonterra Product would not by itself be infringing. This Section states Bonterra's sole and exclusive liability and obligation, and Customer's exclusive remedy, for any claim of any nature related to infringement or misappropriation of intellectual property.

7. Limitation of Liability

7.1 NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY OR ITS AGENTS AND SUPPLIERS (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND SUPPLIERS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR LOSS OF PROFITS, BUSINESS OPPORTUNITY, ANTICIPATED GOODWILL, REVENUE, DATA OR DATA USE, WHETHER FORESEEABLE OR NOT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

7.2 DIRECT DAMAGES. THE AGGREGATE, CUMULATIVE LIABILITY OF EACH PARTY (INCLUDING ITS AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND SUPPLIERS) UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID OR PAYABLE BY CUSTOMER THE BONTERRA PRODUCT GIVING RISE TO THE LIABILITY DURING THE TWELVE-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM ("***ORDINARY CAP***").

7.3 DATA SECURITY CLAIMS. NOTWITHSTANDING THE FOREGOING, BONTERRA AND ITS AFFILIATE'S AGGREGATE LIABILITY FOR A BREACH OF ITS OBLIGATIONS IN THE DATA SECURITY SECTION ABOVE INCLUDING THE DPA ("***SECURITY BREACH***") AND A BREACH OF CONFIDENTIALITY DUE TO A SECURITY BREACH, THAT RESULTS IN THE UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA BY BONTERRA, WILL NOT EXCEED TWO TIMES (2X) THE ORDINARY CAP WITH RESPECT TO THE BONTERRA PRODUCT GIVING RISE TO THE LIABILITY ("***SUPER CAP***"). IN NO EVENT WILL BONTERRA BE LIABLE FOR THE SAME EVENT UNDER THE ORDINARY CAP, THE EXCLUDED LIABILITIES AND THE SUPER CAP. SIMILARLY, THOSE CAPS WILL NOT BE CUMULATIVE; IF THERE ARE ONE OR MORE CLAIMS SUBJECT TO EACH OF THOSE CAPS, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE SHALL NOT EXCEED THE SUPER CAP.

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7.4 EXCLUDED LIABILITIES. NOTWITHSTANDING THE FOREGOING SECTIONS, LIABILITY IS NOT LIMITED FOR THE FOLLOWING: (A) EACH PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (B) INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (C) INTENTIONAL VIOLATION OF CONFIDENTIALITY, (D) UNPAID AMOUNTS OWED BY CUSTOMER, (D) BONTERRA'S LIABILITY FOR BONTERRA IP CLAIMS (THE "***EXCLUDED LIABILITIES***").

8. Term and Termination

8.1 Term. The term of this Agreement will commence on the Effective Date and continue until terminated as set forth below. The initial term of each Order Form will begin on the Start Date of such Order Form and will continue for the subscription term set forth therein. Except as set forth in such Order Form, the term of such Order Form will automatically renew for successive renewal terms equal to the length of the initial term of such Order Form, unless either party provides the other party with written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

8.2 Termination. Each party may terminate this Agreement upon written notice to the other party if there are no Order Forms then in effect. In addition, each party may also terminate this Agreement or the applicable Order Form upon written notice of termination (a) in the event the other party commits any material breach of this Agreement or the applicable Order Form (including any failure to make timely payments) and fails to remedy such breach within thirty (30) days after written notice of such breach or (b) subject to applicable law, upon the other party's liquidation, commencement of dissolution proceedings or assignment of substantially all its assets for the benefit of creditors, or if the other party become the subject of a bankruptcy or similar proceeding that is not dismissed within sixty (60) days.

8.3 Survival. Upon expiration or termination of this Agreement, (a) all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such expiration or termination will survive, including the terms and conditions relating to payment of fees, proprietary rights and confidentiality, technology restrictions, disclaimers, indemnification, limitations of liability and termination and the general provisions below, and (b) each party will return or destroy, at the other party's option, any Confidential Information of such party in the other party's possession or control.

8.4 Customer Data Retrieval. Upon Customer's written request made on or prior to expiration or termination of the applicable Order Form, Bonterra will give Customer limited access to the applicable Bonterra Product for a period of up to thirty (30) days after such expiration or termination, at no additional cost, solely for purposes of retrieving Customer Data. Subject to such retrieval period and Bonterra's legal obligations, Bonterra has no obligation to maintain or provide any Customer Data and will, unless legally prohibited, delete Customer Data after such expiration or termination; provided, however, that Bonterra will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted; provided further that in all cases Bonterra will continue to protect the Customer Data in accordance with this Agreement. For clarity, during the term of the applicable Order Form, Customer may extract Customer Data using Bonterra's standard web services as described in the Documentation.

9. General

9.1 Insurance. Bonterra shall, during the term of this Agreement, maintain in force the following insurance coverage at its own cost and expense: (a) Statutory Worker's Compensation and Employer's Liability as required by state law with a minimum limit of $1,000,000 each accident / $1,000,000 each disease / $1,000,000 policy limit per occurrence, Disability and Unemployment Insurance, and all other insurance as required by law, including Employer's Liability Insurance with limits of no less than $1,000,000 per occurrence, or any amount required by applicable law, whichever is greater; (b) Commercial General Liability, on an occurrence basis, including premises-operations, product completed-operations, broad form property damage, contractual liability, independent contractors and personal liability, with a minimum combined single limit of $1,000,000 per occurrence; and (c) Professional Errors and Omissions and Cyber Liability coverage

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covering the Bonterra Product, with coverage limits of not less than $2,000,000 per claim or per occurrence/$2,000,000 aggregate, placed either on an "occurrence" basis or on a "claims made" basis.

9.2 Publicity. Neither party may issue any press release regarding this Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines. The Customer may disclose this Agreement to comply with applicable laws.

9.3 Assignment; Subcontractors. Neither party hereto may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement without consent to its Affiliate or to a successor to all or substantially all of its assets or business related to this Agreement. Any attempted assignment by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns. Upon any permitted assignment of this Agreement by Customer or other corporate transaction involving Customer that would materially increase its usage of a Bonterra Product, if an Order Form contains a subscription for an unlimited amount of usage for any component of such Bonterra Product, such subscription will, with respect to Customer or the successor entity, as applicable, be limited to the monthly average usage by Customer with respect to such component under such Order Form prior to such assignment or other transaction, except as otherwise agreed upon in writing by the parties. Bonterra may in its discretion engage third parties to provide the Bonterra Product and/or provide Professional Services. Bonterra shall be responsible for the acts and omissions of its subcontractors, a then-current list of which will be provided upon Customer's request.

9.4 Amendment; Waiver. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, will be effective unless assented to in writing by both parties. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

9.5 Relationship. Nothing contained herein will in any way constitute any association, partnership, agency, employment, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

9.6 Unenforceability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.

9.7 Governing Law and Venue. This Agreement will be governed by the laws of the State of Texas, exclusive of its rules governing choice of law and conflict of laws. In the event of any dispute under this agreement, both parties agree to first the exclusive jurisdiction of the courts of the State of Texas. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

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9.8 Notices. Any notices under this Agreement must be in writing and must be delivered by registered mail (or by courier with tracking number) to the attention of the receiving party's legal department.

9.9 Entire Agreement. This Agreement comprises the entire agreement between Customer and Bonterra with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by Bonterra, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Agreement. In the event of any conflict between this Agreement and an Order Form, this Agreement will control except to the extent the Order Form specifically states that a provision of this Agreement is superseded by a provision in such Order Form.

9.10 Force Majeure. Neither party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to causes beyond its reasonable control, including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber-attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

9.11 Government Terms. Bonterra provides the Bonterra Product, including related software and technology, for ultimate federal government end use solely in accordance with the terms of this Agreement. If Customer is an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Bonterra Product, or any related documentation of any kind, including technical data, software, and manuals, is restricted by the terms of this Agreement. All other use is prohibited and no rights than those provided in this Agreement are conferred. The Bonterra Product was developed fully at private expense.

9.12 Interpretation. For purposes hereof, "including" means "including without limitation".

[*Remainder of this page was intentionally left blank*]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Customer:
Williamson County

By: _____
Name: _____
Its: _____

Bonterra:
Bonterra Tech LLC

By: Ben Cohen
Name: Ben Cohen
Its: CRO

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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:
2024-1227038

Date Filed:
10/15/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Bonterra Tech LLC
Austin, TX United States

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

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.
2024300
case management software

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 Matthew Hardy, and my date of birth is [redacted].

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

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

Executed in Los Angeles County, State of California, on the 15th day of October (month), 2024 (year).

Signed by:
Matthew Hardy
5B448F64E7933A...
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:
2024-1227038

Date Filed:
10/15/2024

Date Acknowledged:
10/16/2024

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

Bonterra Tech LLC
Austin, TX United States

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

Williamson County EMS

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.

2024300
case management software

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **17.**

Meeting Date: 10/22/2024

Approval of Contract for Services #202547 for Hydro Jetting of Plumbing Lines with EZ Rooter DBA EZ Flow for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Contract for Services #202547 with Hydro Jetting of Plumbing Lines with EZ Rooter DBA EZ Flow at various locations for Williamson County departments with the not-to-exceed amount of $49,899.00 and authorize execution of this agreement.

Background

Williamson County requested quotes from three (3) different vendors. This Contract for Services is attached between Williamson County and EZ Rooter DBA EZ Flow for the related Jetting of Plumbing Lines with options to receive video inspection at various locations for Williamson County departments. Funding Source is 01.0100.0509.004510, Origination ID is #1332 and the Point of Contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 EZ Rooter dba EZ Flow

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/16/2024 12:24 PM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:51 AM
Form Started By: Vickie Johnson		Started On: 10/14/2024 03:23 PM
Final Approval Date: 10/17/2024		

WILLIAMSON COUNTY
MASTER SERVICE AGREEMENT

EZ Rooter, INC.

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 MASTER SERVICE AGREEMENT (hereinafter "Agreement") 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 **EZ Rooter, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The scope of services of this Agreement includes hydro jetting of plumbing lines to County Buildings identified on **Exhibit A**, on a quarterly basis and as needed. Service Provider agrees to provide Services to County as requested through individual work orders ("Work Orders"). Work Orders shall include a description of the Services to be provided, schedule, compensation amount, and any other relevant details. All Work Orders shall refer and automatically incorporate the terms and conditions of this Agreement.

Service Provider shall perform the Services with reasonable care, skill, and diligence in accordance with industry standards. Additionally, Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in each Work Order. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Agreement shall be in full force and effect as of the date of the last party's execution below and shall continue until September 30, 2025.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed rate as set for in the attached Fee Schedule as set out in **Exhibit B.** The not-to-exceed amount for this Agreement shall be Forty-Nine Thousand Eight Hundred Ninety-Nine Dollars ($49,899.00).

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

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

IV.

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

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

Bodily Injury by Disease	$500,000 Policy Limit

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

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

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

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

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

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

V.

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

VI.

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

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

VII.

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

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 Service Provider 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 Agreement that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof. Upon termination of this Agreement, County shall compensate Service Provider for those services which were provided prior to termination.

X.

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

XI.

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

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, 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 Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Agreement.

XV.

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

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This 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. Documents expressly incorporated into this Agreement include the following:

A. FY25 PM Schedule **(Exhibit A);**
B. Compensation and Fee Schedule **(Exhibit B)**; and
C. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

SIGNATURES TO FOLLOW

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

SERVICE PROVIDER:

EZ Flow
Name of Service Provider

B Ward
Authorized Signature

BILL WARD
Printed Name

Date: OCT 11, 2024

Address: 812 GOODSPEED PKY
PFLUGERVILLE TX
78660

Address: Williamson County
710 S. Main Street, Ste. 101
Georgetown, TX 78626

Curtesy Copy: Williamson County
Facilities Department
3101 SE Inner Loop
Georgetown, TX 78726

Exhibit A

Hydro Jetting

FY25 PM Schedule

Grease Trap & Cooking Oil Removal	Location Address	Service Schedule	General information / location	FY25											
				1st Quarter - Biannual PM Service & Inspection (Oct. 1, 24 - Dec. 31, 24)			2nd Quarter - Quarterly PM Service & Inspection (Jan. 1, 25 - Mar. 31, 25)			3rd Quarter - Biannual PM Service & Inspection (Apr. 1, 25 - Jun. 30, 25)			4th Quarter - Quarterly PM Service & Inspection (Apr. 1, 25 - Jun. 30, 25)		
				Oct.	Nov.	Dec.	Jan	Feb	Mar	Apr.	May	Jun.	Jul	Aug	Sept
Sheriff Office / Jail	508 Rock Street, Georgetown, TX	Biannual	Plumbing lines in Kitchen		11/13/2024						5/14/2025				
Juvenile Justice Center	200 Wilco Way, Georgetown, TX	Biannual	Plumbing lines in Kitchen		11/26/2024						5/27/2025				
Inner Loop Annex	301 SE Inner Loop, Georgetown, TX	Biannual	Restrooms in Public spaces		11/13/2024						5/14/2025				
Historical Courthouse	710 Main Street, Georgetown, TX	Biannual	Restrooms in Public spaces	10/16/2024						4/15/2025					
Justice Center	405 MLK Street, Geogetown, TX	Biannual	Restrooms in Public spaces		11/26/2024						5/27/2025				
Cedar Park Annex	350 Discovery Blvd, Cedar Park, TX	Biannual	Restrooms in Public spaces	10/16/2024						4/15/2025					
Animal Shelter	1855 SE Inner Loop, Georgetown TX	Biannual	Restrooms in Public spaces		11/13/2024			2/12/2025			5/14/2025			8/13/2025	

* Biannual Service & Inspection Cleaning - scheudled 1st & 3rd quarter

** Quarterly Serv ce & Inspection Cleaning - Animal Shelter - to clean all 3 buildings plumbing lines

Service hours - 7 am to 3 pm; Monday - Friday

Service includes hydro jetting and video inspection. Video to be emailed to Wilco after inspection visit.

Account Rep: Melva
Email: ezflowplumbing@hotmail.com
Phone: 512-699-0083
Account Number:

Updated: 7/31/24 @10:22 am

Exhibit B

Hydro Jetting of Plumbing Lines – EZ Flow
Service Agreement #

Exhibit B – Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response / Service Agreement documents.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

Quarterly and Biannual preventative maintenance services - equipment locations; and Unit Price Bidding Sheet:
Williamson County has the option to add/remove facilities and equipment to this Contract that are similar in scope, at the contract rates. Respondent shall bid all items detailed below (no exceptions, substitutions or exclusions). Incomplete quotes may be considered non-responsive and excluded from the award process. Contractor responsible for providing/furnishing all labor, equipment, materials.

Current facilities are listed as follows:

Facility Name	Address	Location	Quarterly Service Cost	Biannual Service Cost	Video Inspection per scheduled visit
Justice Center	405 MLK, Georgetown	Building main drain line(s)		$2,200.00	$429.00
Juvenile Justice Center	200 Wilco Way, Georgetown	Kitchen Drains		$2,200.00	$429.00
Inner Loop Annex	310 SE Inner Loop, Georgetown	Building main drain line(s)		$1,100.00	$429.00
Historical Courthouse	710 Main Street, Georgetown	Building main drain line(s)		$1,450.00	$429.00
Cedar Park Annex	355 Discovery Blvd, Cedar Park	Building main drain line(s)		$1,250.00	$429.00
Sheriff Office / Jail	508 Rock Street, Georgetown	Kitchen Drains		$2,275.00	$429.00
Animal Shelter		Building main drain line(s)	$2,275.00		$429.00
Quarterly / Biannual Service Totals:			**$9,100.00**	**$20,950.00**	**$6,864.00**
FY 25 Annual Expense:			**$36,914.00**		

Extra Service and Product Fees:

Williamson County has the option to add/remove facilities and equipment to this Contract that are similar in scope, at the contract rates. Respondent shall bid all items detailed below (no exceptions, substitutions, or exclusions).

Personnel Level	Per Hour Rate
1. Service Technician	
a. Regular Hours – 7:00 am – 5:00 pm	$650 – 1st 2 hours; $250.00 per hour after 2 hours initial call
b. After Regular Hours – 5:01 pm – 6:59 am	$650 – 1st 2 hours; $250.00 per hour after 2 hours initial call
c. Weekends or County approved Holidays	$650 – 1st 2 hours; $250.00 per hour after 2 hours initial call
2. Emergency Response on Weekends or Approved Williamson County Holidays	
a. Service Technician	$$650 – 1st 2 hours; $250.00 per hour after 2 hours initial call
3. Video Inspection	$429.00 per scheduled service location

Warranty for service:

- 90-day labor warranty on service performed.

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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:
2024-1225605

Date Filed:
10/11/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
EZ Flow Plumbing
Pflugerville, 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.
2025EZFLOW
Plumbing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Billy, Ward	Pflugerville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of TX, on the 11 day of OCT (month), 20 24 (year).

Billy Ward
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:
2024-1225605

Date Filed:
10/11/2024

Date Acknowledged:
10/14/2024

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

EZ Flow Plumbing
Pflugerville, 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.

2025EZFLOW
Plumbing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Billy, Ward	Pflugerville, 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 **18.**

Meeting Date: 10/22/2024

Authorize Issuing RFSQ #25RFSQ4 Program Management Services for Justice Complex Relocation for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Program Management Services for Justice Complex Relocation, under RFSQ #25RFSQ4. Funding Source P#TBD

Background

Pursuant to Chapter 2254 Subchapters A and B and Chapter 2269 Subchapter E of the Texas Government Code, Williamson County (County) is seeking written qualifications from qualified consultants to provide Program Management services for the planning, programming, development, construction and operational transition to a new Jail and Justice Center Complex of buildings. Construction Estimated Budgeted amount: $600,000,000.00, Origination ID# 1306. The funding source is TBD and the point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/16/2024 12:21 PM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:52 AM
Form Started By: Johnny Grimaldo		Started On: 10/15/2024 10:30 AM
Final Approval Date: 10/17/2024		

Commissioners Court - Regular Session **19.**

Meeting Date: 10/22/2024

Authorize Issuing IFB #25IFB2 Commercial Lime Slurry, Hydrated Lime Slurry, and Quicklime for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB Commercial Lime Slurry, Hydrated Lime Slurry, and Quicklime, under IFB #25IFB2.

Background

Williamson County is seeking qualified companies to provide for the purchase of Commercial Lime Slurry, Hydrated Lime Slurry, and Quicklime, delivered and spread evenly on projects within Williamson County. The county is anticipating selecting one firm for this work. The estimated budget is $250,000.00. The funding source is 01.0200.0210.003597 and the point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/09/2024 03:05 PM
County Judge Exec Asst.	Becky Pruitt	10/09/2024 03:20 PM
Form Started By: Fernando Ramirez		Started On: 10/08/2024 09:02 AM
Final Approval Date: 10/09/2024		

Commissioners Court - Regular Session **20.**

Meeting Date: 10/22/2024

Approval of Purchase for Commercial Driver's License Training at Good Roby LLC for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Contract #202541 for the purchase of Commercial Driver's License (CDL) Training classes via the CDL Elite Program on Requisition #136002 from Good Roby LLC for the Road and Bridge Department in the amount of $42,600.00, exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(4) for personal or professional service.

Background

Approval of this item will support the operations of the Williamson County Road and Bridge Department. Requisition #136002 was submitted for the purchase of CDL Training classes in the amount of $3,550.00 per lesson for twelve (12) employees with a total amount of $42,600.00. The CDL Elite training program consists of driver instruction classes with unlimited hours of behind-the-wheel training, and the furnishing of a dual controlled car for all practical instruction. Contract Audit and Legal have reviewed. Funding source is 01.0200.0210.004232. The point of contact is Lee Garrett.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form 1295 - Good Roby

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:40 AM
Form Started By: Fernando Ramirez		Started On: 10/08/2024 02:52 PM
Final Approval Date: 10/17/2024		

CDL TRAINING AT GOOD ROBY
1 Chisholm Trail Road, Ste 450,
Round Rock, TX, 78681

To the Order of
THE WILLIAMSON COUNTY ROAD AND BRIDGE

Quote # 00018

Item	Description	Unit Price	Quantity	Amount	
Product	The CDL "ELITE" Program	3550.00	12.00	42,600.00	
				Subtotal	42,600.00
				Total	42,600.00
				Amount Paid	0.00
				Quote	$42,600.00

Quote Date 09/25/2024

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Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

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.

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

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ten (10) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____, 2024

GOOD ROBY LLC:

_____
Authorized Signature

Oleksandr Mazur
Printed Name

Date: September 25th, 2024

My contact info:
Alex Mazur
+1 (512) 956-5581
cdltraining@goodroby.com

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:
2024-1225722

Date Filed:
10/11/2024

Date Acknowledged:
10/11/2024

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

Good Roby, LLC
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.

The Williamson County Road and Bridge

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.

202541
CDL Training Classes; ELITE Program

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:
2024-1225722

Date Filed:
10/11/2024

Date Acknowledged:

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

Good Roby, LLC
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.

The Williamson County Road and Bridge

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.

202541
CDL Training Classes; ELITE Program

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 Oleksandr Mazur, and my date of birth is [redacted].

My address is [redacted] (street), Round Rock (city), TX (state), 78664 (zip code), US (country).

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

Executed in Williamson County, State of Texas, on the 11th day of October (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **21.**

Meeting Date: 10/22/2024

Authorize Issuing IFB #25IFB5 Herbicides for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB Herbicides, under IFB #25IFB5.

Background

Williamson County is seeking qualified suppliers for the purchase and delivery of herbicides and chemicals utilized in the maintenance of highways, streets and bridges. The county anticipates selecting one firm for this work. The Estimated Budget is $315,000.00. The funding source is 01.0200.0210.003554 and the point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/10/2024 09:43 AM
County Judge Exec Asst.	Becky Pruitt	10/10/2024 10:01 AM
Form Started By: Fernando Ramirez		Started On: 10/09/2024 08:00 AM
Final Approval Date: 10/10/2024		

Commissioners Court - Regular Session **22.**

Meeting Date: 10/22/2024

Authorize Issuing IFB #25IFB6 Bagdad Road Right of Way Clearing Project for Bonds/HNTB

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Bagdad Road Right of Way Clearing Project for Bonds/HNTB, under IFB #25IFB6. The funding source is P343.

Background

Williamson County is seeking bids for Bagdad Road Right of Way Clearing Project for Bonds/HNTB. Estimated Budget is $1,500,000.00 The funding source is P343, Origination #1309 and the point of contact is Anthony Gavlik, P.E.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/16/2024 04:50 PM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:45 AM
Form Started By: Vickie Johnson		Started On: 10/14/2024 08:12 AM
Final Approval Date: 10/17/2024		

Commissioners Court - Regular Session **23.**

Meeting Date: 10/22/2024

SAM 24RFSQ13 WA1 SA1 On Call Land Surveying Services

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Surveying And Mapping, LLC (SAM) and Williamson County dated March 19, 2024, for On Call Land Surveying Services. Funding source: 01.0200.0210.004150.

Background

This supplemental is to increase the maximum amount payable to $100,000.00.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM 24RFSQ13 WA1 SA1 On Call Land Surveying Services

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/15/2024 10:27 AM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:41 AM
Form Started By: Vicky Edwards		Started On: 10/10/2024 01:10 PM
Final Approval Date: 10/17/2024		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. __1__

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

This Supplemental Work Authorization No. _1__ to Work Authorization No. _1___ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **March 19, 2024** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping, LLC (SAM)** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective June 18, 2024 (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$50,000.00** to **$100,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
SCOTT BRASHEAR	Bill Gravell, Jr.
Printed Name	Printed Name
RPLS, SR PM	Williamson County Judge
Title	Title
10/10/24	
Date	Date

Attachment C - Work Schedule

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

Commissioners Court - Regular Session **24.**

Meeting Date: 10/22/2024

Kleinfelder 22RFSQ147 WA1 SA1 On Call Mtls Testing & Geotech Engr Svcs

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Kleinfelder, Inc. and Williamson County dated January 10, 2023, for On Call Materials Testing & Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.

Background

This supplemental is to extend the expiration date to July 31, 2026, and increase the maximum amount payable to $100,000.00.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kleinfelder 22RFSQ147 WA1 SA1 On Call Mtls Testing & Geotech Engr Svcs

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/15/2024 10:27 AM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:49 AM
Form Started By: Vicky Edwards		Started On: 10/14/2024 01:10 PM
Final Approval Date: 10/17/2024		

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

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Materials Testing & Geotechnical Engineering Services

This Supplemental Work Authorization No. _1__ to Work Authorization No. _1___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 10, 2023** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Kleinfelder, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _1___ dated effective February 7, 2023 (the "Work Authorization");

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

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

AGREEMENT

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

I. The above referenced Work Authorization termination date shall be modified to **July 31**, **2026**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

II. The maximum amount payable for services under the Work Authorization is hereby increased from **$50,000.00** to **$100,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

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

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Karan Darekar	Bill Gravell, Jr.
Printed Name	Printed Name
Project Manager	Williamson County Judge
Title	Title
09/30/24	
Date	Date

Attachment C - Work Schedule

Kleinfelder, Inc. will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session **25.**

Meeting Date: 10/22/2024

Alliance 21RFSQ14 WA1 SA2 On Call Small Drainage & Roadways

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Alliance Transportation Group, LLC and Williamson County dated June 14, 2022, for On Call Design Engineering Services for Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.

Background

This supplemental is to extend the expiration date to December 31, 2025 and increase the maximum amount payable to $125,000.00.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance 21RFSQ14 WA1 SA2 On Call Small Drainage & Roadways

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/15/2024 05:11 PM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:53 AM
Form Started By: Vicky Edwards		Started On: 10/15/2024 10:44 AM
Final Approval Date: 10/17/2024		

SUPPLEMENTAL WORK AUTHORIZATION NO. __2
TO
WORK AUTHORIZATION NO. __1__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Design Engineering Services for Small Drainage and Small Roadway Projects

This Supplemental Work Authorization No. _2__ to Work Authorization No. _1___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated June 14, 2022 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Transportation Group, LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective November 1, 2022 (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$75,000.00** to **$125,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

II. The above referenced Work Authorization termination date shall be modified to **December 31, 2025**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

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

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Chad Andrew Wood	Bill Gravell, Jr.
Printed Name	Printed Name
Executive VP, COO	Williamson County Judge
Title	Title
Mon., Oct. 14, 2024	
Date	Date

Attachment C - Work Schedule

Alliance Transportation Group, LLC. will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session **26.**

Meeting Date: 10/22/2024

Seiler Lankes Group 22RFSQ128 WA2 SA3 CR 255-CR289 PS&E

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 2 under Williamson County Contract between Seiler Lankes Group, LLC and Williamson County dated October 11, 2022 for CR 255 and CR 289 Plans, Specifications and Estimates (PS&E). Funding source: P546.

Background

This supplemental is to extend the expiration date to February 28, 2025 and increase the maximum amount payable to $715,454.00.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Seiler Lankes Group 22RFSQ128 WA2 SA3 CR 255-CR289 PS&E

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/17/2024 11:06 AM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 04:37 PM
Form Started By: Vicky Edwards		Started On: 10/17/2024 08:54 AM
Final Approval Date: 10/17/2024		

SUPPLEMENTAL WORK AUTHORIZATION NO. 03
TO
WORK AUTHORIZATION NO. 02

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

This Supplemental Work Authorization No. 03 to Work Authorization No. 02 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 11, 2022 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Seiler Lankes Group, LLC (the "Engineer").

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

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from $660,319.00 to $715,454.00. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

II. The Work Authorization shall terminate on February 28, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
_____Gerald Lankes_____	_____
Printed Name	Printed Name
_____CEO_____	_____
Title	Title
_____10/14/2024_____	_____
Date	Date

LIST OF ATTACHMENTS

Attachment B – Services to be Provided by Engineer

Attachment C – Work Schedule

Attachment D – Fee Schedule

APPROVED
By Christen Eschberger at 10:58 am, Oct 17, 2024

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

1. DESIGN SERVICES PREVIOUSLY PROVIDED

- We are requesting to move funds from the Master Contract cap to cover unexpected design changes.
- Redesign of traffic control post 60% due to possible drainage implications, provided detours and revised 4 phases of traffic control to accommodate.
- Driveway relocations and traffic control detour for driveway construction due to ROW agreements.

2. CONDEMNATION SUPPORT / DESIGN – SUPPLEMENTAL SERVICES

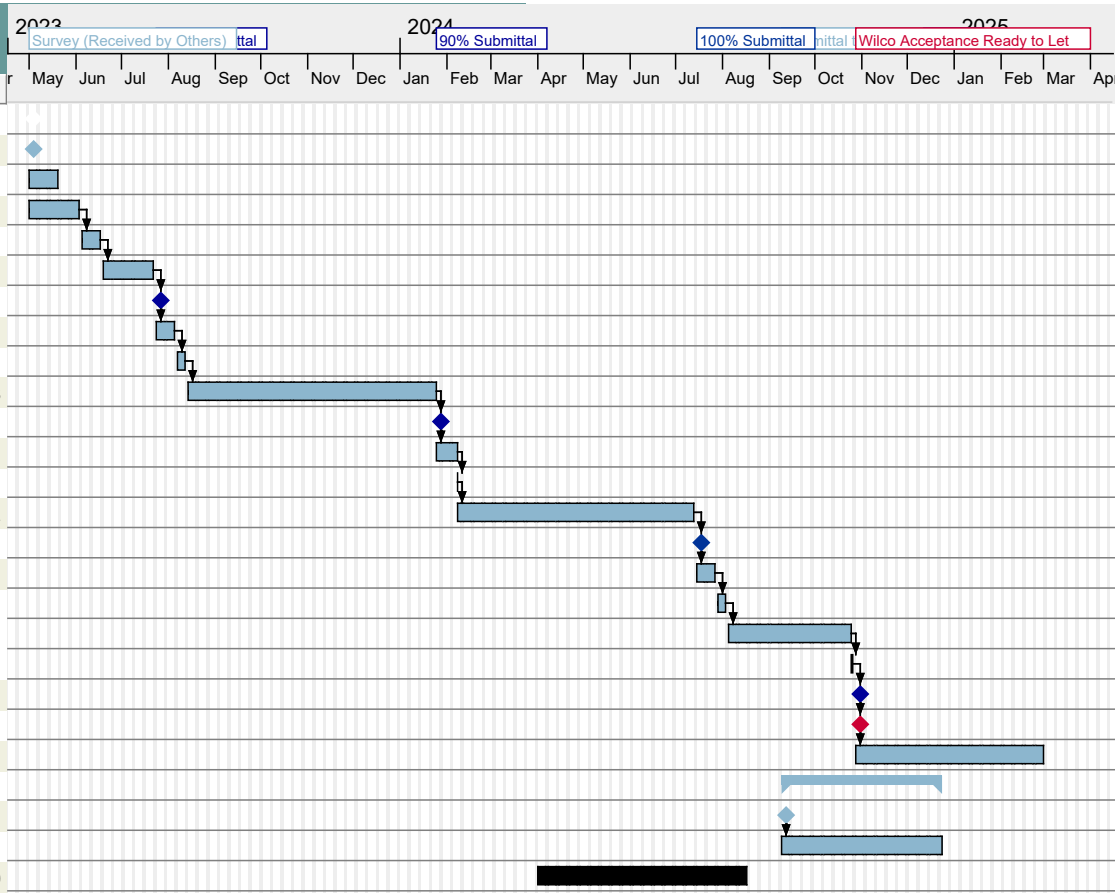
- The drainage SME was asked to attend hearings in support of the county's property value assessment in special commissioners court.
- Prepare for parcel hearings.
- Engineer attended meetings with the attorney to prepare for the hearings.
- Attend a total of 8 condemnation hearings in-person and one additional on Monday July 29th.
- Redesign of Culverts 2 and 2B, the redesign was utilized to prove to the property owners that we were providing the best possible option for their property. After reviewing alternatives, the property owners agreed to our original design and moved forward without a condemnation hearing.
- Incorporate Cobb Fendley waterline design for the City of Georgetown. SLG will add proposed waterline alignment to our plan view and a note stating that

CR 255 & CR 289 - PS&E

Attachment C

Oct 14, 2024

Name	Begin date	End date	Duration
Notice To Proceed	5/1/23	5/1/23	0
Survey (Received by Others)	5/1/23	5/1/23	0
Data Collection	5/1/23	5/19/23	15
30% Level Geometric Schematic	5/1/23	6/2/23	25
30% Review	6/5/23	6/16/23	10
60% Design	6/19/23	7/21/23	25
60% Submittal	7/24/23	7/24/23	0
60% Review	7/24/23	8/4/23	10
Review and Comment Resolution	8/7/23	8/11/23	5
90% Design	8/14/23	1/24/24	118
90% Submittal	1/25/24	1/25/24	0
90% Review	1/25/24	2/7/24	10
Review and Comment Resolution	2/8/24	2/8/24	0
100% Design	2/8/24	7/12/24	112
100% Submittal	7/15/24	7/15/24	0
100% Review	7/15/24	7/26/24	10
Review and Comment Resolution	7/29/24	8/2/24	5
Design	8/5/24	10/24/24	59
100% Final Final	10/25/24	10/25/24	1
Ready for Letting	10/28/24	10/28/24	0
Wilco Acceptance Ready to Let	10/28/24	10/28/24	0
Bid Phase Services	10/28/24	2/28/25	90
TCEQ	9/9/24	12/23/24	76
Submittal to TCEQ	9/9/24	9/9/24	0
WPAP Approval	9/9/24	12/23/24	76
Condemnation Hearings	4/1/24	8/16/24	100



PRIME PROVIDER NAME: SEILER LANKES GROUP, LLC								
CR 255	**Project Manager**	**Senior Engineer**	**Project Engineer**	**Engineer-In-Training**	**Engineer Tech**	**Admin./ Clerical**	**Total Hours**	**Total Labor Cost**
	$275.00	$220.00	$200.00	$135.00	$130.00	$88.00		
Project Management								
1. Prepare monthly progress reports	3						3	$825.00
2. Prepare Invoices						5	5	$440.00
Plan Preparation (PS&E) Services								
1. Plan Preparation	15		25		45		85	$14,975.00
Signing and Pavement Markings								
1. Prepare Bid Documentation, SOSS Sheets, Quantity Summaries	7		20		33		60	$10,215.00
Miscellaneous								
1. TCP, Detours, Sequence of Construction, Estimate	10		20				30	$6,750.00
2. Estimate	10		20				30	$6,750.00
Subtotal - Labor Hours	**47**	**50**	**105**	**10**	**78**	**5**	**295**	
Subtotal -Labor Cost	**$12,925.00**	**$11,000.00**	**$21,000.00**	**$1,350.00**	**$10,140.00**	**$440.00**	**$0.00**	**$ 39,955.00**

PRIME PROVIDER NAME: CLG

CR 255	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Sr. Engineer Tech	Engineer Tech	Admin./ Clerical	Total Hours	Total Labor Cost
		$250.00									
6. Condemnation Support											
a. Condemnation Hearing Exhibits											
1. Prepare preliminary and final condemnation hearing exhibits for **8** ROW Parcels											
2. A vicinity map with an overall project layout and limits (beginning and end)											
3. Existing and proposed typical road sections											
4. Parent tract (including area)											
5. Right-of-way acquisition (including parcel acquisition and remainder areas),											
6. Proposed improvements adjacent to the property.											
b. Condemnation Hearings											
Engineer will attend meetings with the attorney to prepare for the hearings											
Engineer will attend 8 condemnation hearings in-person and testify as an expert witness on the Project to discuss matters related to drainage, grading, environmental compliance, basic hydrologic, hydraulic and geotechnical information. Drainage engineer attendance has been requested.		60								60	$15,000.00
Condemnation Support Subtotal - Labor	**0**	**60**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**60**	**$15,000.00**
Other Direct Expenses											
a. WPAP Permit Tax Fee											$180.00
Other Direct Exenses											**$180.00**
Total											**$15,180.00**

Commissioners Court - Regular Session **27.**

Meeting Date: 10/22/2024

Final plat for the Fritz North Phase 1 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 Fritz North Phase 1 subdivision – Precinct 4.

Background

This is the first phase of the Fritz North development. It consists of 191 residential lots, 1 amenity center lot, 1 open space/drainage lot, 3 open space lots, and 7,699 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $5,284,079.86 has been posted with the County to cover the cost of the remaining construction.

Timeline

2023-05-09 – initial submittal of the final plat
2023-06-08 – 1st review complete with comments
2023-07-11 – 2nd submittal of final plat
2023-07-26 – 2nd review complete with comments
2023-09-26 – 3rd submittal of final plat
2023-10-11 – 3rd review complete with comments
2024-04-24 – 4th submittal of final plat
2024-05-01 – 4th review complete with comments
2024-10-10 – 5th submittal of final plat with signatures
2024-10-15 – 5th review complete with comments clear
2024-10-17 – final plat placed on the October 22, 2024 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Fritz North Ph 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/17/2024 12:24 PM
Form Started By: Adam Boatright		Started On: 10/17/2024 11:35 AM
Final Approval Date: 10/17/2024		

DRP TX 3, LLC
CALLED 83.207 ACRES
(TRACT 1)
DOCUMENT NO. 2022025273 O.P.R.W.C.

CAROL MEADOWS SECTION 2
DOC. NO. 2018041702
O.P.R.W.C.

1 O.S. 0.105 ACRE

N 82°33'37" W 1,090.14'

S 82°33'37" E 1,112.63'

1 O.S./D.E. 0.327 ACRE

"SAM CONTROL"

LOT 30 BLOCK B

N 82°33'23" W 570.00'

569.78'

N 82°33'37" W 308.43'

S 82°55'42" E 138.53'

S 82°33'23" E 130.85'

131.17'

144.93'

N 07°26'37" E

N 07°26'37" E 135.83'

N 7°57'26" E 120.17

N 7°57'26" W 119.72

S 7°57'26" W 94.78'

S 82°33'23" E 111.70

S 82°33'23" E 527.80

MARINER LANE 50' R.O.W.

N 82°33'23" W 530.23

DRAINAGE EASEMENT HEREBY DEDICATED

94.07'

N 52°26'37" E

N 52°26'37" W 106.31'

R=50.0'

16 AMENITY CENTER 2.591 ACRES

N 82°33'23" W 110.80

N 7°26'37" E 290.00'

DODGER DRIVE 60' R.O.W.

S 7°57'26" W 190.01

N 7°57'26" E 190.01

S 82°33'23" E 134.95'

S 82°33'23" E 581.08'

N 7°26'37" E 190.00

S 7°26'37" W 178.47

25' B.L. HEREBY DEDICATED

R.O.W. DEDICATION-0.422 ACRE

N 7°38'16" E 425.00'

S 7°38'16" W 425.00

S 82°33'23" E 111.70

S 82°33'23" E 531.93

ASTRO AVENUE 50' R.O.W.

N 82°33'23" W 661.05

N 82°33'23" W 110.80

N 7°26'37" E 170.00'

S 82°33'23" E 711.58'

S 82°33'23" E 662.11

S 82°33'23" E 266.77

OPEN SPACE 0.101 ACRES

S 82°33'23" E 138.34

223.51'

S 7°38'16" W 1,623.93'

DETAIL SCALE 1": 20'

ATHLETICS AVENUE 50' R.O.W.

N 82°33'23" W 190.00

N 82°33'23" W 82.66

DRP TX 3 LLC
CALLED 75.21 ACRES (TRACT 2)
DOC. NO. 2022025273
O.P.R.W.C.

1 OPEN SPACE 0.155 ACRES

DODGER DRIVE 60' R.O.W.

RANGERS ROAD 50' R.O.W.

MARLIN LANE 50' R.O.W.

TWINS TRAIL 50' R.O.W.

R.O.W. DEDICATION-0.851 ACRE

COUNTY ROAD 132 R.O.W. WIDTH VARIES
NO DEED OF RECORD FOUND

N 7°57'26" E 444.69'

N 7°57'26" E 249.72'

S 7°57'26" W 245.95

230.64'

N 77°52'23" W 326.85

S 77°52'23" E 867.00'

N 77°52'23" W 306.57

BRAVES BEND R.O.W. VARIES

50' PIPELINE ESMT.
DOC. NO. 2016104708 O.P.R.W.C.

100' ELEC. TRANSMISSION ESMT.
DOC. NO. 2010047888
O.P.R.W.C.

1 OPEN SPACE 2.846 ACRES

25' B.L. HEREBY DEDICATED

50' B.L. HEREBY DEDICATED

60.15'

15.31'

N 77°58'57" W 889.63'

883.62'

N 77°59'09" W 943.77'

LIMMER LOOP/COUNTY ROAD 164
90' R.O.W.
DOC. NOS. 2003091326, 2003112454 & 2004013916 O.P.R.W.C.

"CAPITAL SURVEY"

P.O.B.

M. MOORE FAMILY FARMS, LLC
CALLED 22.24 ACRES
(EXHIBIT B)
DOC. NO. 2018102917 O.P.R.W.C.

APPROXIMATE CITY OF HUTTO LIMITS

JOSIAS B. BEALLE SURVEY, A-97

PATRICK O. DAUGHERTY SURVEY, A-184

CLIFFORD W. ALBERT AND SHARON E. ALBERT, TRUSTEES, UNDER THE CLIFFORD W. AND SHARON E. ALBERT LIVING TRUST
REMAINDER OF A CALLED 88.5 ACRES
(FIRST TRACT)
DOC. NO. 2013029401 O.P.R.W.C.
(AS DESCRIBED IN VOL. 127, PG. 448 D.R.W.C.)

WILLIAM ERNEST ALBERT AND WIFE, FRANCES MARIE ALBERT
CALLED 2.00 ACRES
VOL. 732, PG. 355 D.R.W.C.

20' D.E.
DOC. NO. 2005015155
O.P.R.W.C.

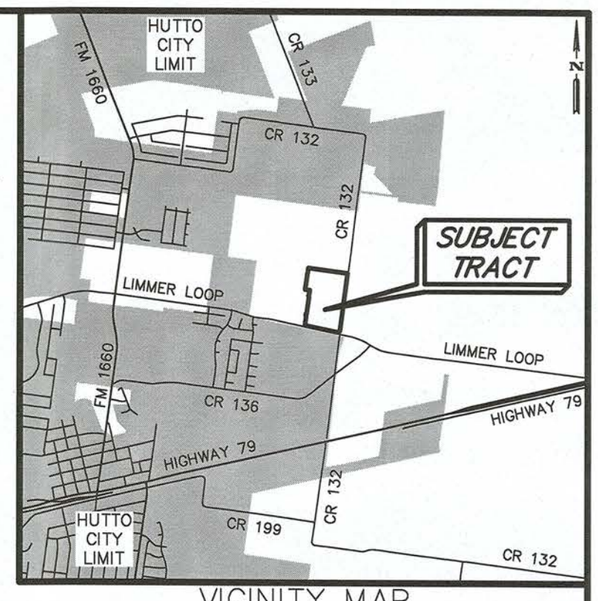
JOSIAS B. BEALLE SURVEY, A-97

PATRICK O. DAUGHERTY SURVEY, A-184

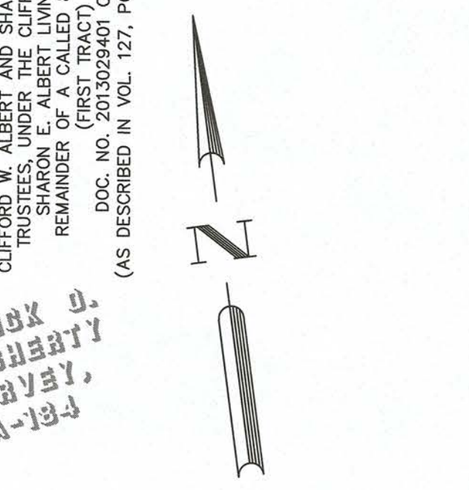
CLIFFORD W. ALBERT AND SHARON E. ALBERT, TRUSTEES, UNDER THE CLIFFORD W. AND SHARON E. ALBERT LIVING TRUST
REMAINDER OF A CALLED 88.5 ACRES
(FIRST TRACT)
DOC. NO. 2013029401 O.P.R.W.C.
(AS DESCRIBED IN VOL. 127, PG. 448 D.R.W.C.)

PATRICK O. DAUGHERTY SURVEY, A-184

JOSIAS B. BEALLE SURVEY, A-97



VICINITY MAP
NOT TO SCALE



BEARING BASIS NOTE:

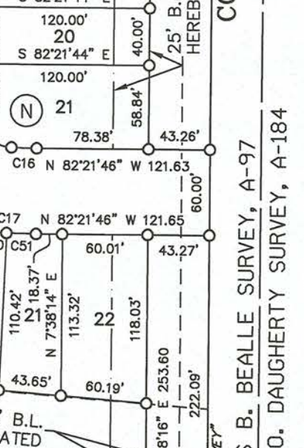
BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE COMBINED SCALE FACTOR = 0.99988342

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	N77°52'23"W	6.53'
L2	N11°15'40"E	50.01'
L3	N7°26'37"E	50.02'
L4	S81°07'45"E	0.90'
L5	N7°57'26"E	95.23'
L6	N82°33'23"W	134.95'
L7	S82°33'23"E	2.60'
L8	S82°33'23"E	6.61'
L9	S54°26'50"W	67.66'
L10	N70°47'57"W	43.80'
L11	N74°24'08"W	10.87'
L12	S7°19'14"W	20.95'
L13	N82°38'59"W	37.70'
L14	S6°56'07"W	88.80'
L15	S82°33'23"E	5.66'
L16	N7°04'58"E	79.55'

LEGEND

B.L.	BUILDING LINE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
NO.	NUMBER
NOS.	NUMBERS
O.S.	OPEN SPACE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD W/CAP STAMPED "BGE INC"
△	CALCULATED POINT
◙	FOUND ALUMINUM MONUMENT
	SCALE BREAK SYMBOL
	CITY OF HUTTO LIMITS

DETAIL FOR TYPICAL* P.U.E.
N.T.S.



*UNLESS SHOWN OTHERWISE

FINAL PLAT
FRITZ PHASE 1

A SUBDIVISION OF 38.906 ACRES OF LAND
LOCATED IN THE
JOSIAS B. BEALLE SURVEY, A-97
WILLIAMSON COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

CURVE DATA

NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	25.00'	85°49'50"	37.45'	N 34°57'29" W	34.05'
C2	25.00'	94°10'11"	41.09'	N 55°02'31" E	36.62'
C3	25.00'	90°30'49"	39.49'	N 37°17'59" W	35.51'
C4	25.00'	89°29'11"	39.05'	N 52°42'01" E	35.20'
C5	25.00'	90°30'49"	39.49'	N 37°17'59" W	35.51'
C6	25.00'	89°29'11"	39.05'	N 52°42'01" E	35.20'
C7	25.00'	90°30'49"	39.49'	N 37°17'59" W	35.51'
C8	25.00'	89°29'11"	39.05'	N 52°42'01" E	35.20'
C9	25.00'	90°30'49"	39.49'	S 37°17'59" E	35.51'
C10	15.00'	39°42'54"	10.40'	N 77°35'09" E	10.19'
C11	50.00'	169°25'49"	147.86'	N 37°33'23" W	99.57'
C12	15.00'	39°42'54"	10.40'	S 27°18'04" W	10.19'
C13	25.00'	90°00'00"	39.27'	S 37°33'23" E	35.36'
C14	25.00'	89°48'20"	39.19'	S 52°32'26" W	35.30'
C15	25.00'	87°33'35"	38.21'	S 36°08'32" E	34.59'
C16	440.00'	2°18'13"	17.69'	S 81°12'40" E	17.69'
C17	500.00'	4°29'23"	39.18'	S 80°07'05" E	39.17'
C18	495.00'	4°13'01"	36.43'	S 73°55'07" E	36.42'
C19	445.00'	4°00'55"	31.19'	N 74°01'25" W	31.18'
C20	25.00'	94°10'11"	41.09'	S 55°02'31" W	36.62'
C21	25.00'	85°49'49"	37.45'	S 34°57'29" E	34.05'
C22	25.00'	89°29'11"	39.05'	S 52°42'01" W	35.20'
C23	25.00'	90°11'39"	39.35'	N 37°27'34" W	35.42'
C24	25.00'	94°29'21"	41.23'	N 54°52'56" E	36.71'
C25	25.00'	85°30'39"	37.31'	S 35°07'04" E	33.94'
C26	25.00'	89°48'21"	39.19'	S 52°32'26" W	35.30'
C27	25.00'	90°11'39"	39.35'	N 37°27'34" W	35.42'

CURVE DATA

NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C28	25.00'	97°57'36"	42.74'	N 56°37'04" E	37.72'
C29	495.00'	3°28'15"	29.99'	N 76°08'16" W	29.98'
C30	25.00'	85°30'39"	37.31'	S 35°07'04" E	33.94'
C31	25.00'	89°48'21"	39.19'	S 52°32'26" W	35.30'
C32	25.00'	90°11'39"	39.35'	N 37°27'34" W	35.42'
C33	25.00'	94°29'21"	41.23'	N 54°52'56" E	36.71'
C34	25.00'	90°30'49"	39.49'	S 37°17'59" E	35.51'
C35	25.00'	89°29'11"	39.05'	S 52°42'01" W	35.20'
C36	25.00'	90°11'39"	39.35'	N 37°27'34" W	35.42'
C37	25.00'	89°48'21"	39.19'	N 52°32'26" E	35.30'
C38	25.00'	90°30'49"	39.49'	S 37°17'59" E	35.51'
C39	25.00'	89°29'11"	39.05'	S 52°42'01" W	35.20'
C40	25.00'	90°00'00"	39.27'	N 37°33'23" W	35.36'
C41	25.00'	90°00'00"	39.27'	N 52°26'37" E	35.36'
C42	25.00'	18°36'38"	8.12'	S 68°34'04" E	8.08'
C43	25.00'	67°13'11"	29.33'	S 25°39'10" E	27.68'
C44	25.00'	60°06'35"	26.23'	S 38°00'43" W	25.04'
C45	25.00'	29°22'36"	12.82'	S 82°45'19" W	12.68'
C46	50.00'	11°42'34"	10.22'	S 63°34'59" W	10.20'
C47	50.00'	157°43'15"	137.64'	N 31°42'06" W	98.12'
C48	495.00'	0°16'55"	2.44'	S 71°57'04" E	2.44'
C49	495.00'	3°56'06"	34.00'	S 74°03'34" E	33.99'
C50	500.00'	2°07'44"	18.58'	S 78°56'15" E	18.58'
C51	500.00'	2°21'39"	20.60'	S 81°10'57" E	20.60'
C52	50.00'	33°58'34"	29.65'	N 30°10'14" E	29.22'

STREET NAMES

STREET	R.O.W. WIDTH	CENTERLINE LENGTH	OWNERSHIP	DESIGN SPEED	PAVEMENT WIDTH	CLASSIFICATION
MARINER LANE	50 FT.	1,067 FT.	PUBLIC	30	33'	LOCAL
DODGER DRIVE	60 FT.	1,597 FT.	PUBLIC	35	40', 42'	COLLECTOR
RANGERS ROAD	50 FT.	565 FT.	PUBLIC	30	33'	LOCAL
MARLIN LANE	50 FT.	594 FT.	PUBLIC	30	33'	LOCAL
ATHLETICS AVE	50 FT.	823 FT.	PUBLIC	30	33'	LOCAL
ASTRO AVENUE	50/60 FT.	1,121 FT.	PUBLIC	30	33', 40'	COLLECTOR/LOCAL
TWINS TRAIL	50 FT.	912 FT.	PUBLIC	30	33'	LOCAL
BRAVES BEND	50/60 FT.	1,020 FT.	PUBLIC	30	33', 40'	COLLECTOR/LOCAL
TOTAL LINEAR FEET		7,699 FT.				

LAND USE SCHEDULE

DESCRIPTION	NO.	ACREAGE
AMENITY CENTER	1	2.593 AC.
RESIDENTIAL	191	21.845 AC.
OPEN SPACE/DRAINAGE	1	0.327 AC.
OPEN SPACE	3	3.099 AC.
RIGHT-OF-WAY DEDICATION	3	1.825 AC.
RIGHT-OF-WAY	–	9.029 AC.
TOTAL	199	38.906 AC.

LEGAL DESCRIPTION

FIELD NOTES FOR A 38.906 ACRE TRACT OF LAND IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, WILLIAMSON COUNTY, TEXAS; BEING OUT OF A CALLED 75.21 ACRE TRACT OF LAND AS CONVEYED UNTO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD IN DOCUMENT NUMBER 2021059959 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 38.905 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found on the north right-of-way line of Limmer Loop (County Road 164) (R.O.W. ~ 90') as described in Document Numbers 2003091326, 2003112454, 2004013916 of the Official Public Records of Williamson County, Texas at the southwest end of the cutback line from the west right-of-way line County Road 132 (R.O.W. ~ varies) no deed reference found, at the southerly southeast corner of said 75.21 acre tract for the southerly southeast corner and POINT OF BEGINNING of the herein described tract,

THENCE, N 77°59'09" W, coincident with the common line of the 75.21 acre tract and said right-of-way, a distance of 943.77 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southwest corner of the herein described tract;

THENCE, departing said common line, over and across the 75.21 acre tract the following seventeen (17) courses:

1) N 07°57'26" E, a distance of 249.72 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

2) Curving to the left, with a radius of 25.00 feet, an arc length of 37.45 feet, a central angle of 85°49'50", a chord bearing of N 34°57'29" W, and a chord distance of 34.05 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

3) N 77°52'23" W, a distance of 6.53 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a west corner of the herein described tract;

4) N 11°15'40" E, a distance of 50.01 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the beginning of a non-tangent curve and west corner of the herein described tract;

5) Curving to the left, with a radius of 25.00 feet, an arc length of 41.09 feet, a central angle of 94°10'11", a chord bearing of N 55°02'31" E, and a chord distance of 36.62 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

6) N 07°57'26" E, a distance of 444.69 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

7) Curving to the left, with a radius of 25.00 feet, an arc length of 39.49 feet, a central angle of 90°30'49", a chord bearing of N 37°17'59" W, and a chord distance of 35.51 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

8) N 07°26'37" E, a distance of 50.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a west corner of the herein described tract;

9) S 81°07'45" E, a distance of 0.90 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

10) Curving to the left, with a radius of 25.00 feet, an arc length of 39.05 feet, a central angle of 89°29'11", a chord bearing of N 52°42'01" E, and a chord distance of 35.20 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

11) N 07°57'26" E, a distance of 95.23 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

12) N 82°33'23" W, a distance of 134.95 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a west corner of the herein described tract;

13) N 07°26'37" E, a distance of 170.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a west corner of the herein described tract;

14) S 82°33'23" E, a distance of 2.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

15) N 07°26'37" E, a distance of 290.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

16) S 82°33'23" E, a distance of 6.61 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

17) N 07°26'37" E, a distance of 144.93 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 75.21 acre tract and the remainder of a called 100.261 acre tract of land as conveyed unto Doris Lavern Greinert in Volume 861, Page 643 of the Deed Records of Williamson County, Texas, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "SAM CONTROL" found at the northwest corner of the 75.21 acre tract bears N 82°33'37" W, a distance of 1,090.14 feet;

THENCE, S 82°33'37" E, coincident with said common line, a distance of 1,112.63 feet to a 1/2-inch iron rod with a cap stamped "SAM CONTROL" found on the aforementioned west right-of-way line of County Road 132 at the common corner of the 75.21 acre tract and the remainder of the 100.261 acre tract for the northeast corner of the herein described tract;

THENCE, S 07°38'16" W, coincident with the common line of the 75.21 acre tract and said right-of-way, a distance of 1,623.93 feet to a 1/2-inch iron rod with a cap stamped "CAPITAL SURVEY" found at the northeast end of the aforementioned cutback line from the north right-of-way line of Limmer Loop (County Road 164) for the northerly southeast corner of the 75.21 acre tract and the herein described tract;

THENCE, S 54°26'50" W, coincident with the common line of the 75.21 acre tract and said cutback, a distance of 67.66 feet to the POINT OF BEGINNING and containing 38.906 acres of land, more or less.

R – RESIDENTIAL O.S. – OPEN SPACE D.E. – DRAINAGE EASEMENT AMENITY – AMENITY

LOT AREA TABLE

LOT	BLOCK	SQ. FT.	TYPE
1	A	4,576	O.S.
2	A	5,408	R
3	A	4,400	R
4	A	4,400	R

LOT AREA TABLE

LOT	BLOCK	SQ. FT.	TYPE
1	G	5,960	R
2	G	4,800	R
3	G	4,800	R
4	G	4,800	R
5	G	4,800	R
6	G	4,800	R
7	G	4,800	R
8	G	4,800	R
9	G	4,800	R
10	G	4,800	R
11	G	4,800	R
12	G	8,410	R
13	G	9,559	R
14	G	4,800	R
15	G	4,800	R
16	G	4,800	R
17	G	4,800	R
18	G	4,800	R
19	G	4,800	R
20	G	4,800	R
21	G	4,800	R
22	G	4,800	R
23	G	4,800	R
24	G	6,007	R

LOT AREA TABLE

LOT	BLOCK	SQ. FT.	TYPE
23	I	4,800	R
24	I	4,800	R
25	I	6,522	R

LOT AREA TABLE

LOT	BLOCK	SQ. FT.	TYPE
1	N	4,385	O.S.
2	N	4,800	R
3	N	4,800	R
4	N	4,800	R
5	N	4,800	R
6	N	4,800	R
7	N	4,800	R
8	N	4,800	R
9	N	4,800	R
10	N	4,800	R
11	N	4,800	R
12	N	4,800	R
13	N	4,800	R
14	N	4,800	R
15	N	4,800	R
16	N	4,800	R
17	N	4,800	R
18	N	4,800	R
19	N	4,800	R
20	N	4,800	R
21	N	6,917	R

LOT AREA TABLE

LOT	BLOCK	SQ. FT.	TYPE
1	H	6,078	R
2	H	4,800	R
3	H	4,800	R
4	H	4,800	R
5	H	4,800	R
6	H	4,800	R
7	H	4,800	R
8	H	4,800	R
9	H	4,800	R
10	H	4,800	R
11	H	4,800	R
12	H	4,800	R
13	H	6,342	R
14	H	6,316	R
15	H	4,800	R
16	H	4,800	R
17	H	4,800	R
18	H	4,800	R
19	H	4,800	R
20	H	4,800	R
21	H	4,800	R
22	H	4,800	R
23	H	4,800	R
24	H	4,800	R
25	H	4,800	R
26	H	7,232	R

LOT AREA TABLE

LOT	BLOCK	SQ. FT.	TYPE
1	F	6,766	O.S.
2	F	5,876	R
3	F	4,800	R
4	F	4,800	R
5	F	4,800	R
6	F	4,800	R
7	F	4,800	R
8	F	4,800	R
9	F	4,800	R
10	F	4,800	R
11	F	4,800	R
12	F	4,800	R
13	F	6,755	R

LOT AREA TABLE

LOT	BLOCK	SQ. FT.	TYPE
1	O	123,962	O.S.
2	O	4,800	R
3	O	4,800	R
4	O	4,800	R
5	O	4,800	R
6	O	4,800	R
7	O	4,800	R
8	O	4,800	R
9	O	4,800	R
10	O	4,759	R
11	O	4,588	R
12	O	4,432	R
13	O	4,400	R
14	O	4,400	R
15	O	4,400	R
16	O	4,400	R
17	O	4,400	R
18	O	4,400	R
19	O	4,400	R
20	O	4,525	R
21	O	4,611	R
22	O	6,942	R

LOT AREA TABLE

LOT	BLOCK	SQ. FT.	TYPE
1	J	5,933	R
2	J	4,800	R
3	J	4,800	R
4	J	4,800	R
5	J	4,800	R
6	J	4,800	R
7	J	4,800	R
8	J	4,800	R
9	J	4,800	R
10	J	4,800	R
11	J	4,800	R
12	J	4,800	R
13	J	4,800	R
14	J	4,800	R
15	J	4,800	R
16	J	4,800	R
17	J	7,150	R
18	J	7,103	R
19	J	4,800	R
20	J	4,800	R
21	J	4,800	R
22	J	4,800	R
23	J	4,800	R
24	J	4,800	R
25	J	4,800	R
26	J	4,800	R
27	J	4,800	R
28	J	4,800	R
29	J	4,800	R
30	J	4,800	R
31	J	4,800	R
32	J	4,800	R
33	J	4,800	R
34	J	6,057	R

LOT AREA TABLE

LOT	BLOCK	SQ. FT.	TYPE
23	K	4,800	R
24	K	4,800	R
25	K	6,522	R
26	K	6,398	R
27	K	4,800	R
28	K	4,800	R

LOT AREA TABLE

LOT	BLOCK	SQ. FT.	TYPE
1	L	5,933	R
2	L	4,800	R
3	L	4,800	R
4	L	4,800	R
5	L	4,800	R
6	L	4,800	R
7	L	4,800	R
8	L	4,800	R
9	L	4,800	R
10	L	4,800	R
11	L	4,800	R
12	L	4,800	R
13	L	4,800	R
14	L	5,866	R
15	L	5,866	R
16	L	4,800	R
17	L	4,800	R
18	L	4,800	R
19	L	4,800	R
20	L	4,800	R
21	L	4,800	R
22	L	4,800	R
23	L	4,800	R
24	L	4,800	R
25	L	4,800	R
26	L	4,800	R
27	L	4,800	R
28	L	6,057	R

LOT AREA TABLE

LOT	BLOCK	SQ. FT.	TYPE
1	M	14,224	O.S./D.E.
2	M	5,928	R
3	M	4,800	R
4	M	4,800	R
5	M	4,800	R
6	M	4,800	R
7	M	4,800	R
8	M	4,800	R
9	M	4,800	R
10	M	4,800	R
11	M	4,800	R
12	M	4,800	R
13	M	4,800	R
14	M	4,800	R
15	M	4,734	R
16	M	112,847	AMENITY

FINAL PLAT

FRITZ PHASE 1

A SUBDIVISION OF 38.906 ACRES OF LAND
LOCATED IN THE
JOSIAS B. BEALLE SURVEY, A-97
WILLIAMSON COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT DRP TX 3, LLC, ACTING HEREIN BY AND THROUGH DAN KIMMEL BEING THE OWNER OF A CALLED 75.21 ACRES OF LAND (TRACT 2) OUT OF THE OUT OF THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO IT BY INSTRUMENT RECORDED IN DOCUMENT NO. 2022025273 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID 38.906 ACRES OF LAND IN ACCORDANCE WITH THE PLAT 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 ROADWAY EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

FRITZ PHASE 1

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 16 DAY OF APRIL, 2024 A.D.

~~DAN KIMMEL~~ Haoin Henanvar
DRP TX 3, LLC
590 MADISON AVENUE, 13TH FLOOR
NEW YORK NY 10022

STATE OF NEW YORK
COUNTY OF New York

ON THE 16 DAY OF APRIL IN THE YEAR 2024 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED ~~DAN KIMMEL~~ Haoin Henanvar PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE INDIVIDUAL(S) WHOSE NAME(S) [IS/ARE] SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT [HE/SHE/THEY] EXECUTED THE SAME IN [HIS/HER/THEIR] CAPACITY(IES), AND THAT BY [HIS/HER/THEIR] SIGNATURE(S) ON THE INSTRUMENT, THE INDIVIDUAL(S), OR THE PERSON UPON BEHALF OF WHICH THE INDIVIDUAL(S) ACTED, EXECUTED THE INSTRUMENT.

NOTARY PUBLIC STATE OF NEW YORK

MY COMMISSION EXPIRES: 04-25-2026

DANIEL JESSE KIMMEL NOTARY NO. 01KI6432051 QUALIFIED IN NEW YORK COUNTY COMM. EXP. 04-25-2026 PUBLIC STATE OF NEW YORK

I, STACY MULHOLLAND, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS..

STACY MULHOLLAND, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 146417
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

4/24/24
DATE

STATE OF TEXAS STACY MULHOLLAND 146417 LICENSED PROFESSIONAL ENGINEER 4/24/24

I, DION P. ALBERTSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS..

DION P. ALBERTSON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

4/24/2024
DATE

STATE OF TEXAS REGISTERED DION P. ALBERT... 4963 PROFESSIONAL LAND SURVEYOR

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. COMBINED SCALE FACTOR = 0.99988342
2. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
3. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF THE INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
4. A FIFTEEN (15) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
5. IF PARKING IS DESIRED ON BOTH SIDES OF THE STREET THEN THE STREETS MUST BE A MINIMUM OF 33 FEET WIDE. IF THE STREETS ARE LESS THAN 33 FEET IN WIDTH FIRE LANE SIGNAGE IS REQUIRED. (2018 IFC APPENDIX D SEC. 103.6 – D103.6.2)
6. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
7. SIDEWALKS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
8. NO PORTION OF THIS TRACT IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100-YEAR (1% ANNUAL CHANCE) FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) NUMBER 48491C0520F, REVISED ON DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
9. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF ½" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
10. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CANB E MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
11. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
12. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
13. 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.
14. WATER SERVICE IS PROVIDED BY: JONAH SPECIAL UTILITY DISTRICT
    WASTEWATER SERVICE IS PROVIDED BY: CITY OF HUTTO
15. 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, IT'S 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 IMPROVEMENT.
16. 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 MAINTENANCE.
17. 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.
18. 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.
19. MAXIMUM OF 60% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY 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.
20. NO LOTS WITHIN THIS SUBDIVISION EXCEPT LOT 16, BLOCK M, LOT 1, BLOCK O AND LOT 1, BLOCK F MAY BE FURTHER SUBDIVIDED.
21. 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.
22. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
23. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO C.R. 132 OR LIMMER LOOP, THE ADJACENT COUNTY ROADS.
24. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
25. 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.

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 8 DAY OF May, 2024 A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR
Cindy Bridges

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

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, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE 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, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

DATE

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

THAT I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____DAY OF _____, 20___ A.D., AT _____ O'CLOCK ___M. AND DULY RECORDED ON THE ____DAY OF _____, 20___ A.D., AT _____ O'CLOCK ___M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. _____.

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

NANCY E. RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

FINAL PLAT

FRITZ PHASE 1

A SUBDIVISION OF 38.906 ACRES OF LAND
LOCATED IN THE
JOSIAS B. BEALLE SURVEY, A-97
WILLIAMSON COUNTY, TEXAS

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

Commissioners Court - Regular Session **28.**

Meeting Date: 10/22/2024

Final plat for the Greinert Phase 1 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 Greinert Phase 1 subdivision – Precinct 4.

Background

This is the first phase of the Greinert development. It consists of 222 residential lots, 1 open space/detention lot, 2 open space/drainage easement lots, 1 open space/PUE lot, and 8,080 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $7,158,827.50 has been posted with the County to cover the cost of the remaining construction.

Timeline

2023-05-10 – initial submittal of the final plat
2023-06-09 – 1st review complete with comments
2023-07-10 – 2nd submittal of final plat
2023-07-25 – 2nd review complete with comments
2023-09-26 – 3rd submittal of final plat
2023-10-11 – 3rd review complete with comments
2024-04-24 – 4th submittal of final plat
2024-05-01 – 4th review complete with comments
2024-10-10 – 5th submittal of final plat with signatures
2024-10-15 – 5th review complete with comments clear
2024-10-17 – final plat placed on the October 22, 2024 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Greinert Ph 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/17/2024 12:24 PM
Form Started By: Adam Boatright		Started On: 10/17/2024 11:41 AM
Final Approval Date: 10/17/2024		

DRP TX 3 LLC
TRACT 1
CALLED 83.207 ACRES
DOC. NO. 2022025273
O.P.R.W.C.

JOSIAS B. BEALLE SURVEY, ABSTRACT-97

2120HUTTO, LLC
CALLED 16.94 ACRES
DOC. NO. 2021174495
O.P.R.W.C.
CORRECTED IN
DOC. NO. 2022026730
O.P.R.W.C.

SHEET 2

MATCH LINE

BRAVES BEND (50' PUBLIC R.O.W.)

EXPO LANE (50' PUBLIC R.O.W.)

NATIONALS DRIVE (60' PUBLIC R.O.W.)

DODGER DRIVE (60' PUBLIC R.O.W.)

ROCKIES ROAD (50' PUBLIC R.O.W.)

COUNTY ROAD 132
R.O.W. WIDTH VARIES
NO DEED OF RECORD FOUND

26' R.O.W. DEDICATION

122 R.O.W. DEDICATION

20' DRAINAGE EASEMENT
DOC. NO. 2005007569
O.P.R.W.C.

10' JONAH WATER EASEMENT
HEREBY DEDICATED

25' B.L.
HEREBY DEDICATED

20' DRAINAGE EASEMENT
DOC. NO. 2005015155
O.P.R.W.C.

A
143
OPEN SPACE/
DETENTION
4.472 AC.

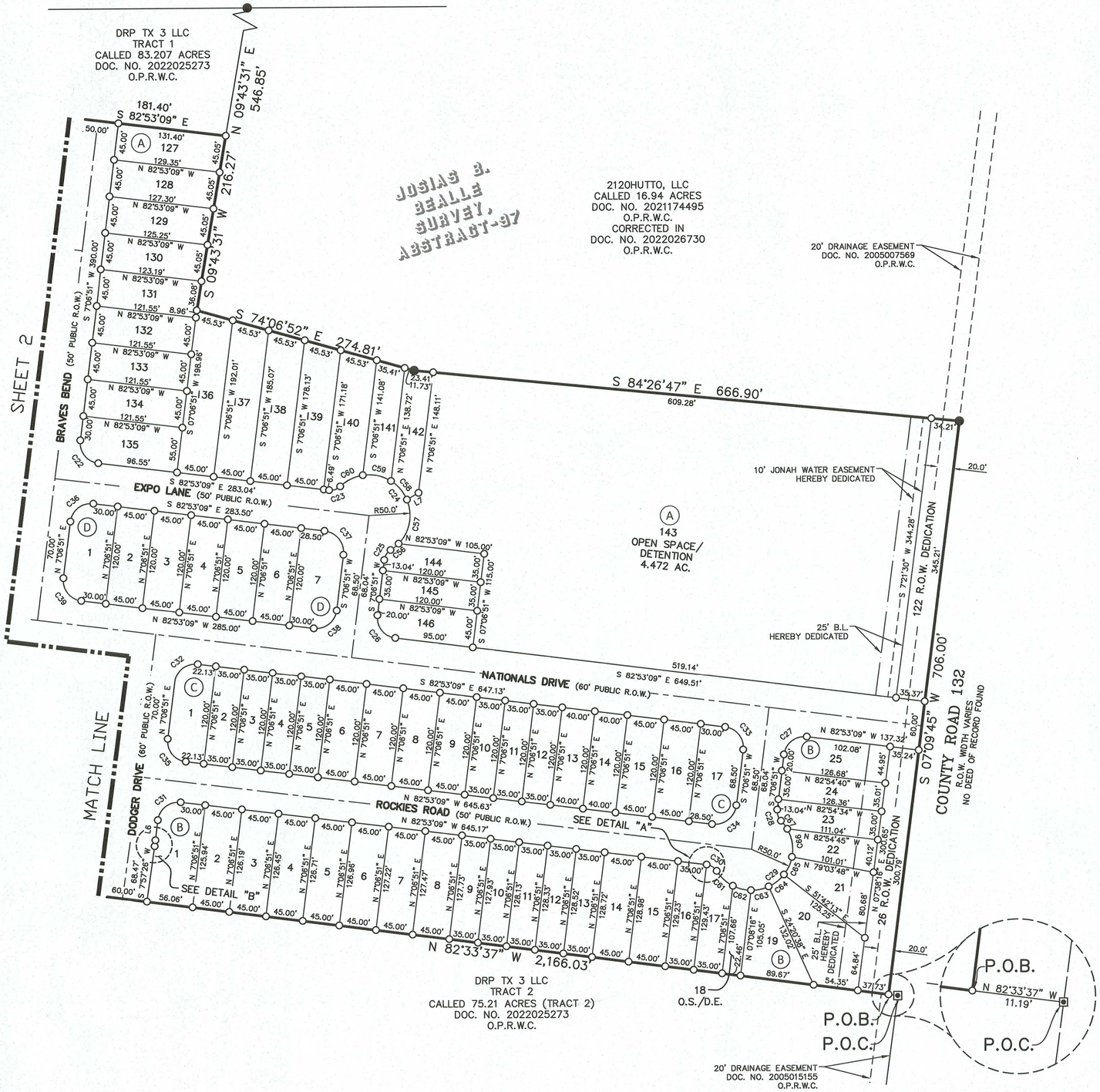
18
O.S./D.E.

DRP TX 3 LLC
TRACT 2
CALLED 75.21 ACRES (TRACT 2)
DOC. NO. 2022025273
O.P.R.W.C.

SEE DETAIL "A"

SEE DETAIL "B"

P.O.B.
P.O.C.


181.40'
S 82°53'09" E
N 09°43'31" E
546.85'
216.27'
S 09°43'31" W
S 74°06'52" E 274.81'
S 84°26'47" E 666.90'
609.28'
N 82°33'37" W 2,166.03'
519.14'
S 82°53'09" E 649.51'
S 82°53'09" E 647.13'
N 82°53'09" W 645.63'
N 82°53'09" W 645.17'
S 82°53'09" E 283.04'
S 82°53'09" E 283.50'
N 82°53'09" W 285.00'
S 82°53'09" E 131.40'
N 82°53'09" W 129.35'
N 82°53'09" W 127.30'
N 82°53'09" W 125.25'
N 82°53'09" W 123.19'
N 82°53'09" W 121.55'
N 82°53'09" W 121.55'
N 82°53'09" W 121.55'
N 82°53'09" W 121.55'
N 82°53'09" W 105.00'
N 82°53'09" W 120.00'
N 82°53'09" W 95.00'
N 82°53'09" W 115.00'
S 07°06'51" W 390.00'
S 07°06'51" W 198.96'
S 07°06'51" W 192.01'
S 07°06'51" W 185.07'
S 07°06'51" W 178.13'
S 07°06'51" W 171.18'
S 07°06'51" W 141.08'
N 07°06'51" E 138.72'
N 07°06'51" E 148.11'
S 07°09'45" W 706.00'
S 72°12'30" W 344.28'
N 07°38'18" E 300.79'
N 82°54'40" W 126.68'
N 82°54'34" W 126.36'
N 82°54'45" W 111.04'
N 79°03'48" W 101.01'
S 51°42'13" E 125.25'
S 24°20'28" E 132.22'
N 07°08'16" E 107.66'
N 07°06'51" E 68.50'
S 07°06'51" W 68.50'
S 07°06'51" W 68.04'
N 07°06'51" E 68.04'
S 07°06'51" W 66.04'
N 07°06'51" E 66.04'
S 07°06'51" W 115.00'
N 07°06'51" E 120.00'
S 07°06'51" W 120

DRP TX 3 LLC
TRACT 1
CALLED 83.207 ACRES
DOC. NO. 2022025273
O.P.R.W.C.

JOSIAS B. BEALLE SURVEY, ABSTRACT-97

DRP TX 3 LLC
TRACT 1
CALLED 83.207 ACRES
DOC. NO. 2022025273
O.P.R.W.C.

S 82°53'09" E 350.00'

S 82°53'09" E 862.55'

N 0706'51" E 515.71'

N 47°22'46" W 184.26'

N 82°33'37" W 2,166.03'

SHEET 1

MATCH LINE

SIGHT LINE ESMT. SEE SHEET 4

METS WAY (50' PUBLIC R.O.W.)

S 82°53'09" E 812.55'

S 82°53'09" E 513.70'

BRAVES BEND (50' PUBLIC R.O.W.)

NATIONALS DRIVE (60' PUBLIC R.O.W.)

PHILLIES PLACE (50' PUBLIC R.O.W.)

GIANTS PASS (50' PUBLIC R.O.W.)

ORIOLE LOOP (50' PUBLIC R.O.W.)

ROCKIES ROAD (50' PUBLIC R.O.W.)

DODGER DRIVE (60' PUBLIC R.O.W.)

O.S./D.E.

O.S.

P.U.E.

SEE DETAIL "C"

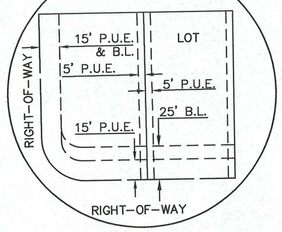
SEE DETAIL "D"

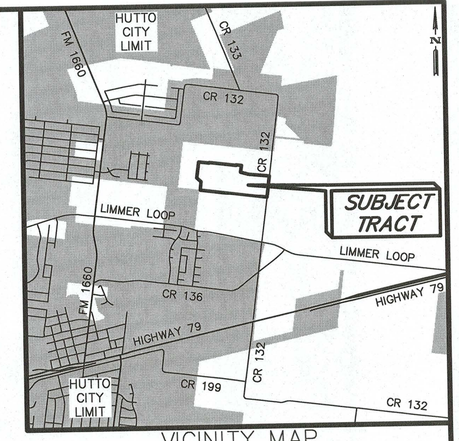
SEE DETAIL "E"

LOT 30
BLOCK "B"
CAROL MEADOWS
SECTION 2
DOC. NO. 2018041702
O.P.R.W.C.

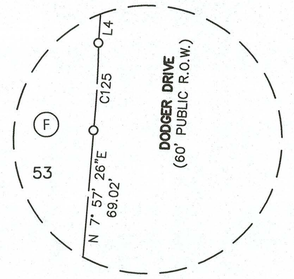
DRP TX 3 LLC
TRACT 2
CALLED 75.21 ACRES
DOC. NO. 2022025273
O.P.R.W.C.

DETAIL FOR TYPICAL P.U.E.
N.T.S.

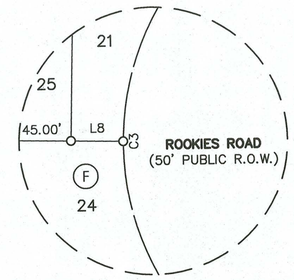




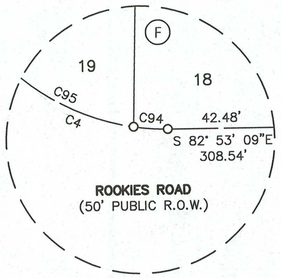
VICINITY MAP
NOT TO SCALE



DETAIL "C"
N.T.S.



DETAIL "D"
N.T.S.



DETAIL "E"
N.T.S.

N

0 100 200 300

LEGEND

B.L.	BUILDING LINE
D.E.	DRAINAGE EASEMENT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
NO.	NUMBER
NOS.	NUMBERS
O.S.	OPEN SPACE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD W/CAP STAMPED "BGE INC"
△	CALCULATED POINT
▣	FOUND ALUMINUM MONUMENT STAMPED "SAM CONTROL"
	CITY OF HUTTO LIMITS

LAND USE SCHEDULE

DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	222	26.493 AC.
OPEN SPACE/DETENTION	1	4.472 AC.
OPEN SPACE/D.E.	2	0.508 AC.
OPEN SPACE/P.U.E.	1	0.088 AC.
RIGHT-OF-WAY DEDICATION	2	0.527 AC.
RIGHT-OF-WAY	–	10.991
TOTAL	228	43.079 AC.

STREET NAMES

STREET	R.O.W. WIDTH	CENTERLINE LENGTH	PAVEMENT WIDTH	CLASSIFICATION	OWNERSHIP	DESIGN SPEED
BRAVES BEND	50 FT.	607 FT.	33'	LOCAL	PUBLIC	30
DODGER DRIVE	60 FT.	325 FT.	40'	COLLECTOR	PUBLIC	35
EXPO LANE	50 FT.	560 FT.	33'	LOCAL	PUBLIC	30
GIANTS PASS	50 FT.	630 FT.	33'	LOCAL	PUBLIC	30
METS WAY	50 FT.	1,238 FT.	33'	LOCAL	PUBLIC	30
NATIONALS DRIVE	60 FT.	2,377 FT.	40', 42'	COLLECTOR	PUBLIC	35
ORIOLE LOOP	50 FT.	153 FT.	33'	LOCAL	PUBLIC	30
PHILLIES PLACE	50 FT.	370 FT.	33'	LOCAL	PUBLIC	30
ROCKIES ROAD	50 FT.	1,820 FT.	33'	LOCAL	PUBLIC	30
TOTAL LINEAR FEET		8,080 FT.				

FINAL PLAT

GREINERT PHASE 1

A SUBDIVISION OF 43.079 ACRES OF LAND
LOCATED IN THE
JOSIAS B. BEALLE SURVEY, ABSTRACT-97
WILLIAMSON COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

G:\TXC\Projects\Lennar\9739-00-Greinert_Ph_1\Survey\04_Finals\Drawings\Plat\9739-00 Greinert Ph 1 Plat.dwg, 4/11/2024 10:07 AM, dolbertson, 1:0

LEGAL DESCRIPTION

FIELD NOTES FOR A 43.079 ACRE TRACT OF LAND IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, WILLIAMSON COUNTY, TEXAS; BEING OUT OF A CALLED 83.207 ACRE TRACT OF LAND (TRACT 1) AS CONVEYED UNTO DRP TX 3, LLC IN DOCUMENT NUMBER 2022025273 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 43.079 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT AN ALUMINUM MONUMENT STAMPED "SAM CONTROL" FOUND ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD (C.R.) 132 (R.O.W. ~ VARIES), NO REFERENCE FOUND, AT THE NORTHEAST CORNER OF A CALLED 75.21 ACRE TRACT OF LAND (TRACT 2) AS CONVEYED UNTO DRP TX 3, LLC IN SAID DOCUMENT NUMBER 2022025273; THENCE, N 82°33'37" W, COINCIDENT WITH THE NORTH LINE OF SAID 75.21 ACRE TRACT, A DISTANCE OF 11.19 FEET TO A 1/2-INCH IRON ROD WITH A "BGE INC" CAP SET AT THE SOUTHEAST CORNER OF SAID 83.207 ACRE TRACT, FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, N 82° 33' 37" W, COINCIDENT WITH THE COMMON LINE OF THE 83.207 ACRE TRACT AND SAID 75.21 ACRE TRACT, A DISTANCE OF 2,166.03 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH AN ALUMINUM MONUMENT STAMPED "SAM CONTROL" FOUND AT THE NORTHWEST CORNER OF THE 75.21 ACRE TRACT BEARS N 82° 33' 37" W, A DISTANCE OF 25.55 FEET;

THENCE, DEPARTING SAID COMMON LINE, OVER AND ACROSS THE 83.207 ACRE TRACT THE FOLLOWING TEN (10) COURSES:

1) N 07° 06' 51" E, A DISTANCE OF 118.48 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;

2) N 82° 53' 09" W, A DISTANCE OF 5.75 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

3) N 07° 06' 51" E, A DISTANCE OF 157.27 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

4) N 47° 22' 48" W, A DISTANCE OF 184.26 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

5) N 07° 06' 51" E, A DISTANCE OF 515.71 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

6) S 82° 53' 09" E, A DISTANCE OF 350.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;

7) N 07° 06' 51" E, A DISTANCE OF 20.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

8) S 82° 53' 09" E, A DISTANCE OF 862.55 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;

9) N 07° 06' 51" E, A DISTANCE OF 15.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

10) S 82° 53' 09" E, A DISTANCE OF 181.40 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET ON THE COMMON LINE OF THE 83.207 ACRE TRACT AND A CALLED 16.94 ACRE TRACT OF LAND AS CONVEYED UNTO 2120HUTTO, LLC IN DOCUMENT NUMBER 2021174495 AND CORRECTED IN DOCUMENT NUMBER 2022026730 BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR A NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2-INCH IRON FOUND AT THE COMMON NORTH CORNER OF THE 83.207 ACRE TRACT AND SAID 16.94 ACRE TRACT, BEARS N 09° 43' 31" E, A DISTANCE OF 546.85 FEET;

THENCE, COINCIDENT WITH THE COMMON LINE OF THE 83.207 ACRE TRACT AND SAID 16.94 ACRE TRACT THE FOLLOWING THREE (3) COURSES:

1) S 09° 43' 31" W, A DISTANCE OF 216.27 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;

2) S 74° 06' 52" E, A DISTANCE OF 274.81 FEET TO A 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

3) S 84° 26' 47" E, A DISTANCE OF 666.90 FEET TO A 1/2-INCH IRON ROD FOUND ON THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132 AT THE COMMON CORNER OF THE 83.207 ACRE TRACT AND THE 16.94 ACRE TRACT FOR THE EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 07° 09' 45" W, COINCIDENT WITH THE COMMON LINE OF THE 83.207 ACRE TRACT AND SAID RIGHT-OF-WAY A DISTANCE OF 706.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 43.079 ACRES OF LAND, MORE OR LESS.

LOT AREA TABLE

LOT	BLOCK	SQUARE FEET
122	A	11,991
127	A	5,867
128	A	5,775
129	A	5,682
130	A	5,590
131	A	5,499
132	A	5,470
133	A	5,470
134	A	5,470
135	A	6,551
136	A	8,797

LOT AREA TABLE

LOT	BLOCK	SQUARE FEET
137	A	8,484
138	A	8,172
139	A	7,859
140	A	7,097
141	A	4,821
142	A	5,191
143	A	194,777
144	A	4,076
145	A	4,200
146	A	5,266

LOT AREA TABLE

LOT	BLOCK	SQUARE FEET
1	B	6,822
2	B	5,673
3	B	5,684
4	B	5,696
5	B	5,707
6	B	5,719
7	B	5,731
8	B	5,742
9	B	4,474
10	B	4,481
11	B	4,488
12	B	4,495
13	B	4,502

LOT AREA TABLE

LOT	BLOCK	SQUARE FEET
14	B	5,798
15	B	5,810
16	B	4,527
17	B	4,167
18	B	2,371
19	B	6,102
20	B	8,495
21	B	5,484
22	B	3,801
23	B	4,293
24	B	4,428
25	B	5,572

LOT AREA TABLE

LOT	BLOCK	SQUARE FEET
1	C	5,388
2	C	4,200
3	C	4,200
4	C	4,200
5	C	4,200
6	C	5,400
7	C	5,400
8	C	5,400
9	C	5,400
10	C	4,200
11	C	4,200
12	C	4,200
13	C	4,800
14	C	4,800
15	C	5,400
16	C	5,400
17	C	6,315

LOT AREA TABLE

LOT	BLOCK	SQUARE FEET
1	D	6,332
2	D	5,400
3	D	5,400
4	D	5,400
5	D	5,400
6	D	5,400
7	D	6,315

LOT AREA TABLE

LOT	BLOCK	SQUARE FEET
1	E	6,332
2	E	5,400
3	E	5,400
4	E	5,400
5	E	5,400
6	E	5,400
7	E	5,400
8	E	6,332

LOT AREA TABLE

LOT	BLOCK	SQUARE FEET
1	F	6,823
2	F	7,443
3	F	8,036
4	F	5,541
5	F	4,832
6	F	5,493
7	F	5,552
8	F	5,290
9	F	6,256
10	F	7,429
11	F	9,559
12	F	7,659
13	F	5,400
14	F	5,407
15	F	5,519
16	F	5,816
17	F	6,305
18	F	7,001
19	F	6,735
20	F	5,016

LOT AREA TABLE

LOT	BLOCK	SQUARE FEET
21	F	5,735
22	F	6,445
23	F	5,414
24	F	5,398
25	F	3,846
26	F	5,371
27	F	5,401
28	F	5,497
29	F	4,402
30	F	3,754
31	F	3,913
32	F	4,227
33	F	4,236
34	F	4,243
35	F	4,250
36	F	4,257
37	F	4,874
38	F	4,883
39	F	4,280
40	F	4,287

LOT AREA TABLE

LOT	BLOCK	SQUARE FEET
41	F	4,294
42	F	4,301
43	F	4,308
44	F	4,315
45	F	4,322
46	F	4,329
47	F	4,989
48	F	4,965
49	F	4,351
50	F	4,358
51	F	4,365
52	F	4,372
53	F	5,559

LOT AREA TABLE

LOT	BLOCK	SQUARE FEET
14	G	6,466
15	G	5,404
16	G	6,444
17	G	6,805
18	G	8,004
19	G	9,750
20	G	6,899
21	G	7,216
22	G	6,489
23	G	5,079
24	G	5,185
25	G	5,171
26	G	4,464
27	G	5,608

LOT AREA TABLE

LOT	BLOCK	SQUARE FEET
75	J	6,466
76	J	5,400

LOT AREA TABLE

LOT	BLOCK	SQUARE FEET
11	K	5,400
12	K	6,332

LOT AREA TABLE

LOT	BLOCK	SQUARE FEET
24	M	5,266
25	M	4,506
26	M	4,800
27	M	4,200
28	M	4,200
29	M	4,200
30	M	4,200
31	M	4,200
32	M	4,200
33	M	4,200
34	M	4,800
35	M	4,800

LOT AREA TABLE

LOT	BLOCK	SQUARE FEET
36	M	4,200
37	M	4,200
38	M	4,800
39	M	4,800
40	M	4,200
41	M	4,200
42	M	4,800
43	M	4,800
44	M	4,200
45	M	4,200
46	M	5,266

LOT AREA TABLE

LOT	BLOCK	SQUARE FEET
1	N	5,866
2	N	4,200
3	N	4,800
4	N	4,200
5	N	4,800
6	N	4,200
7	N	4,800
8	N	4,800
9	N	4,800
10	N	5,266
11	N	5,266
12	N	4,800
13	N	4,800
14	N	4,200
15	N	4,800
16	N	4,800
17	N	4,200
18	N	4,800
19	N	4,200
20	N	5,866

LOT AREA TABLE

LOT	BLOCK	SQUARE FEET
1	O	19,745
2	O	4,121
3	O	4,600
4	O	4,025
5	O	4,600
6	O	4,025
7	O	4,014
8	O	4,600
9	O	4,600
10	O	4,025
11	O	4,025
12	O	4,600
13	O	4,600
14	O	4,025
15	O	5,041
16	O	5,477

LOT AREA TABLE

LOT	BLOCK	SQUARE FEET
17	O	4,025
18	O	4,025
19	O	4,600
20	O	4,600
21	O	4,025
22	O	4,025
23	O	4,025
24	O	6,722
25	O	6,001
26	O	5,144
27	O	3,888
28	O	4,680
29	O	4,790
30	O	4,200
31	O	4,200
32	O	5,587

FINAL PLAT

GREINERT PHASE 1

A SUBDIVISION OF 43.079 ACRES OF LAND
LOCATED IN THE
JOSIAS B. BEALLE SURVEY, ABSTRACT-97
WILLIAMSON COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
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TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

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CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	25.00'	90°00'00"	39.27'	N 37°53'09" W	35.36'
C2	25.00'	34°33'37"	15.08'	S 79°50'02" W	14.85'
C3	60.00'	283°53'35"	297.29'	S 24°30'01" W	73.97'
C4	25.00'	69°19'58"	30.25'	S 48°13'10" E	28.44'
C5	25.00'	90°00'00"	39.27'	N 52°06'51" E	35.36'
C6	25.00'	90°00'01"	39.27'	N 37°53'10" W	35.36'
C7	500.00'	81°00'01"	706.86'	S 42°23'10" E	649.45'
C8	25.00'	80°46'15"	35.24'	N 42°30'01" W	32.40'
C9	25.00'	90°00'00"	39.27'	S 52°06'51" W	35.36'
C10	275.00'	30°02'54"	144.22'	S 7°54'36" E	142.57'
C11	325.00'	30°02'54"	170.44'	N 7°54'36" W	168.50'
C12	25.00'	90°50'35"	39.64'	N 37°27'52" W	35.61'
C13	25.00'	90°00'00"	39.27'	N 52°06'51" E	35.36'
C14	275.00'	30°02'54"	144.22'	N 7°54'36" W	142.57'
C15	325.00'	30°02'54"	170.44'	S 7°54'36" E	168.50'
C16	25.00'	90°00'00"	39.27'	N 37°53'09" W	35.36'
C17	25.00'	90°00'00"	39.27'	N 52°06'51" E	35.36'
C18	25.00'	90°00'00"	39.27'	S 37°53'09" E	35.36'
C19	25.00'	90°00'00"	39.27'	N 52°06'51" E	35.36'
C20	25.00'	90°00'00"	39.27'	S 37°53'09" E	35.36'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C21	25.00'	90°00'00"	39.27'	N 52°06'51" E	35.36'
C22	25.00'	90°00'00"	39.27'	S 37°53'09" E	35.36'
C23	16.50'	51°23'12"	14.80'	N 71°25'15" E	14.31'
C24	50.00'	192°46'25"	168.23'	N 37°53'09" W	99.38'
C25	16.50'	51°23'12"	14.80'	S 32°48'27" W	14.31'
C26	25.00'	90°00'00"	39.27'	S 37°53'09" E	35.36'
C27	25.00'	90°00'00"	39.27'	S 52°06'51" W	35.36'
C28	16.50'	51°23'12"	14.80'	S 18°34'45" E	14.31'
C29	50.00'	192°46'25"	168.23'	N 52°06'51" E	99.38'
C30	16.50'	51°23'12"	14.80'	N 57°11'33" W	14.31'
C31	25.00'	90°00'00"	39.27'	S 52°06'51" W	35.36'
C32	25.00'	90°00'00"	39.27'	S 52°06'51" W	35.36'
C33	25.00'	90°00'00"	39.27'	N 37°53'09" W	35.36'
C34	26.50'	90°00'00"	41.63'	N 52°06'51" E	37.48'
C35	25.00'	90°00'00"	39.27'	S 37°53'09" E	35.36'
C36	25.00'	90°00'00"	39.27'	S 52°06'51" W	35.36'
C37	26.50'	90°00'00"	41.63'	N 37°53'09" W	37.48'
C38	25.00'	90°00'00"	39.27'	N 52°06'51" E	35.36'
C39	25.00'	90°00'00"	39.27'	S 37°53'09" E	35.36'
C40	25.00'	90°00'00"	39.27'	S 52°06'51" W	35.36'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C41	25.00'	90°00'00"	39.27'	N 37°53'09" W	35.36'
C42	25.00'	90°00'00"	39.27'	N 52°06'51" E	35.36'
C43	25.00'	90°00'00"	39.27'	S 37°53'09" E	35.36'
C44	25.00'	90°00'00"	39.27'	S 52°06'51" W	35.36'
C45	25.00'	90°00'00"	39.27'	N 37°53'09" W	35.36'
C46	25.00'	90°00'00"	39.27'	N 52°06'51" E	35.36'
C47	25.00'	90°00'00"	39.27'	S 37°53'09" E	35.36'
C48	440.00'	80°58'37"	621.85'	S 42°23'51" E	571.38'
C49	25.00'	99°13'43"	43.30'	S 47°29'59" W	38.08'
C50	25.00'	90°00'00"	39.27'	N 37°53'09" W	35.36'
C51	25.00'	90°00'00"	39.27'	N 52°06'51" E	35.36'
C52	60.00'	265°07'33"	277.64'	S 35°26'56" E	88.38'
C53	16.50'	85°07'33"	24.51'	S 54°33'04" W	22.32'
C54	25.00'	90°00'00"	39.27'	N 37°53'09" W	35.36'
C55	25.00'	90°00'00"	39.27'	N 52°06'51" E	35.36'
C56	50.00'	14°31'01"	12.67'	N 51°14'33" E	12.63'
C57	50.00'	66°25'23"	57.96'	N 10°46'21" E	54.77'
C58	50.00'	34°54'55"	30.47'	N 39°53'48" W	30.00'
C59	50.00'	41°08'09"	35.90'	N 77°55'20" W	35.13'
C60	50.00'	35°46'57"	31.23'	S 63°37'07" W	30.72'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C61	50.00'	31°20'51"	27.36'	S 47°10'23" E	27.02'
C62	50.00'	26°12'19"	22.87'	S 75°56'58" E	22.67'
C63	50.00'	25°17'31"	22.07'	N 78°18'07" E	21.89'
C64	50.00'	27°21'35"	23.88'	N 51°58'34" E	23.65'
C65	50.00'	27°21'35"	23.88'	N 24°36'59" E	23.65'
C66	50.00'	40°41'33"	35.51'	N 9°24'34" W	34.77'
C67	50.00'	14°31'01"	12.67'	N 37°00'51" W	12.63'
C68	325.00'	3°32'47"	20.12'	N 5°20'27" E	20.11'
C69	325.00'	7°06'22"	40.31'	N 0°00'53" E	40.28'
C70	325.00'	5°43'55"	32.51'	N 6°24'15" W	32.50'
C71	325.00'	5°43'55"	32.51'	N 12°08'10" W	32.50'
C72	325.00'	5°43'59"	32.52'	N 17°52'08" W	32.51'
C73	325.00'	2°11'56"	12.47'	N 21°50'05" W	12.47'
C74	275.00'	6°09'59"	29.60'	S 19°51'04" E	29.58'
C75	275.00'	15°47'56"	75.83'	S 8°52'06" E	75.59'
C76	275.00'	8°04'59"	38.80'	S 3°04'21" W	38.76'
C77	500.00'	1°57'10"	17.04'	S 2°51'44" E	17.04'
C78	500.00'	5°09'10"	44.97'	S 6°24'54" E	44.95'
C79	500.00'	4°10'09"	36.38'	S 11°04'34" E	36.38'
C80	500.00'	3°37'03"	31.57'	S 14°58'10" E	31.56'

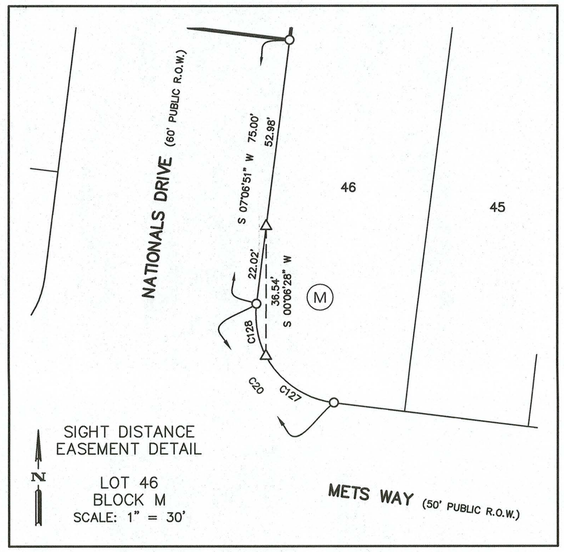
CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C81	500.00'	3°59'59"	34.90'	S 18°46'42" E	34.90'
C82	500.00'	4°36'26"	40.20'	S 23°04'54" E	40.19'
C83	500.00'	4°36'03"	40.15'	S 27°41'08" E	40.14'
C84	500.00'	4°36'42"	40.24'	S 32°17'30" E	40.23'
C85	500.00'	5°51'34"	51.13'	S 37°31'38" E	51.11'
C86	500.00'	6°48'51"	59.46'	S 43°51'50" E	59.43'
C87	500.00'	8°49'43"	77.04'	S 51°41'07" E	76.97'
C88	500.00'	2°18'00"	20.07'	S 57°14'58" E	20.07'
C89	500.00'	5°33'09"	48.45'	S 61°10'33" E	48.44'
C90	500.00'	5°22'23"	46.89'	S 66°38'19" E	46.87'
C91	500.00'	5°15'14"	45.85'	S 71°57'07" E	45.83'
C92	500.00'	5°11'03"	45.24'	S 77°10'16" E	45.22'
C93	500.00'	3°07'23"	27.25'	S 81°19'29" E	27.25'
C94	25.00'	5°47'31"	2.53'	S 79°59'24" E	2.53'
C95	25.00'	63°32'27"	27.72'	S 45°19'25" E	26.33'
C96	60.00'	37°05'38"	38.84'	N 32°06'01" W	38.17'
C97	60.00'	44°44'43"	46.86'	N 73°01'11" W	45.68'
C98	60.00'	75°56'12"	79.52'	S 46°38'21" W	73.83'
C99	60.00'	31°52'20"	33.38'	S 7°15'55" E	32.95'
C100	60.00'	31°52'26"	33.38'	S 39°08'18" E	32.95'

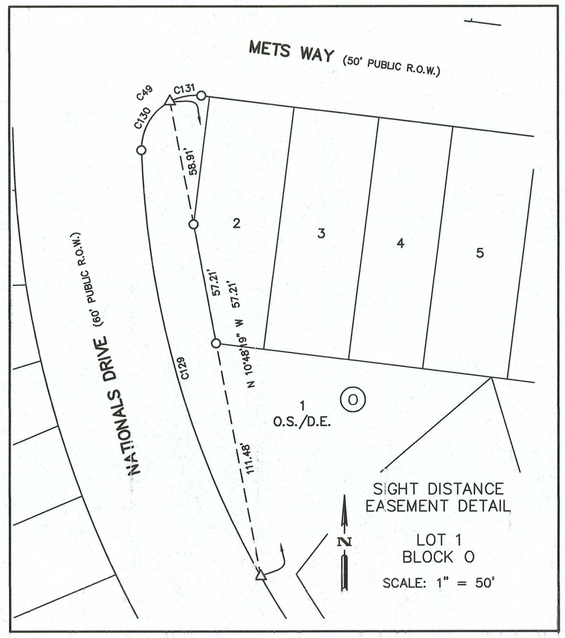
CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C101	60.00'	34°31'02"	36.15'	S 72°20'02" E	35.60'
C102	60.00'	27°51'14"	29.17'	N 76°28'51" E	28.88'
C103	25.00'	20°10'28"	8.80'	S 72°38'27" W	8.76'
C104	25.00'	14°23'09"	6.28'	S 89°55'16" W	6.26'
C105	325.00'	3°31'42"	20.01'	S 5°21'00" W	20.01'
C106	325.00'	7°10'29"	40.70'	S 0°00'06" E	40.67'
C107	325.00'	7°22'18"	41.81'	S 7°16'29" E	41.79'
C108	325.00'	7°22'18"	41.81'	S 14°38'47" E	41.79'
C109	325.00'	4°36'07"	26.10'	S 20°38'00" E	26.10'
C110	275.00'	3°17'31"	15.80'	N 21°17'18" W	15.80'
C111	275.00'	12°20'55"	59.27'	N 13°28'05" W	59.15'
C112	275.00'	11°35'59"	55.67'	N 1°29'38" W	55.58'
C113	275.00'	2°48'30"	13.48'	N 5°42'36" E	13.48'
C114	440.00'	3°54'20"	29.99'	S 80°56'00" E	29.99'
C115	440.00'	5°14'40"	40.28'	S 76°21'29" E	40.26'
C116	440.00'	4°39'07"	35.72'	S 71°24'36" E	35.71'
C117	440.00'	67°10'30"	515.86'	S 35°29'47" E	486.82'
C118	60.00'	23°52'29"	25.00'	S 85°10'36" W	24.82'
C119	60.00'	23°45'44"	24.88'	S 61°21'29" W	24.71'
C120	60.00'	23°45'44"	24.88'	S 37°35'45" W	24.71'

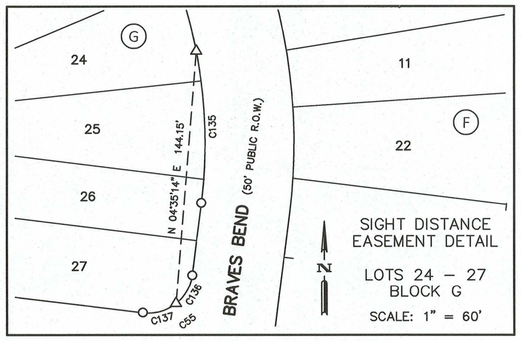
CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C121	425.00'	4°41'39"	34.82'	S 32°36'07" E	34.81'
C122	60.00'	193°43'35"	202.87'	S 71°08'55" E	119.14'
C123	16.50'	84°28'46"	24.33'	S 54°13'41" W	22.18'
C124	16.50'	0°38'47"	0.19'	N 83°12'33" W	0.19'
C125	440.00'	0°50'35"	6.47'	S 7°32'08" W	6.47'
C126	500.00'	0°50'35"	7.36'	S 7°32'08" W	7.36'
C127	25.00'	55°15'18"	24.11'	N 55°15'30" W	23.19'
C128	25.00'	34°44'42"	15.16'	N 10°15'30" W	14.93'
C129	440.00'	27°22'17"	210.20'	N 15°35'41" W	208.20'
C130	25.00'	64°15'45"	28.04'	N 30°01'01" E	26.59'
C131	25.00'	34°57'57"	15.26'	N 79°37'52" E	15.02'

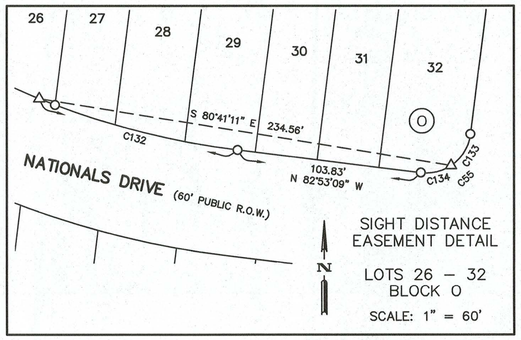
CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C132	440.00'	15°02'43"	115.54'	N 75°21'48" W	115.21'
C133	25.00'	49°10'56"	21.46'	S 31°42'19" W	20.81'
C134	25.00'	40°49'05"	17.81'	S 76°42'19" W	17.44'
C135	275.00'	18°00'29"	86.43'	S 1°53'23" E	86.08'
C136	25.00'	44°19'50"	19.34'	S 29°16'42" W	18.86'
C137	25.00'	45°40'54"	19.93'	S 74°16'33" W	19.41'

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	N82°53'09"W	5.75'
L2	N7°06'51"E	20.00'
L3	N7°06'51"E	15.00'
L4	N7°06'51"E	24.80'
L5	N2°06'54"W	17.45'
L6	S7°06'51"W	24.80'
L7	N59°53'30"E	16.40'
L8	S82°53'09"E	2.07'
L9	N82°02'34"W	11.20'









FINAL PLAT

GREINERT PHASE 1

A SUBDIVISION OF 43.079 ACRES OF LAND
LOCATED IN THE
JOSIAS B. BEALLE SURVEY, ABSTRACT-97
WILLIAMSON COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

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STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT DRP TX 3, LLC, ACTING HEREIN BY AND THROUGH DAN KIMMEL, BEING THE OWNER OF A CALLED 83.207 ACRES OF LAND (TRACT 1) OUT OF THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO IT BY INSTRUMENT RECORDED IN DOCUMENT NO. 2022025273 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID 43.079 ACRES OF LAND IN ACCORDANCE WITH THE PLAT 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 ROADWAY EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

GREINERT PHASE 1

WITNESS MY HAND, THIS THE 16 DAY OF APRIL, 2024 A.D.

~~DAN KIMMEL~~ Houdin Henarvar
DRP TX 3, LLC
590 MADISON AVENUE, 13TH FLOOR
NEW YORK, NY 10022

STATE OF NEW YORK
COUNTY OF New York

ON THE 16 DAY OF APRIL IN THE YEAR 2024 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED ~~DAN KIMMEL~~ Houdin Henarvar, PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE INDIVIDUAL(S) WHOSE NAME(S) [IS/ARE] SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT [HE/SHE/THEY] EXECUTED THE SAME IN [HIS/HER/THEIR] CAPACITY(IES), AND THAT BY [HIS/HER/THEIR] SIGNATURE(S) ON THE INSTRUMENT, THE INDIVIDUAL(S), OR THE PERSON UPON BEHALF OF WHICH THE INDIVIDUAL(S) ACTED, EXECUTED THE INSTRUMENT.

NOTARY PUBLIC STATE OF NEW YORK

MY COMMISSION EXPIRES: 04-25-2026

DANIEL JESSE KIMMEL NOTARY PUBLIC STATE OF NEW YORK NO. 01KI6432051 QUALIFIED IN NEW YORK COUNTY COMM. EXP. 04-25-2026

I, STACY MULHOLLAND, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS..

STACY MULHOLLAND, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 146417
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

4/24/2024
DATE

STATE OF TEXAS STACY MULHOLLAND 146417 LICENSED PROFESSIONAL ENGINEER 4/24/24

I, DION P. ALBERTSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS..

DION P. ALBERTSON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

4/24/2024
DATE

STATE OF TEXAS REGISTERED DION P. ALBERTSON 4963 PROFESSIONAL LAND SURVEYOR

FINAL PLAT
GREINERT PHASE 1

A SUBDIVISION OF 43.079 ACRES OF LAND
LOCATED IN THE
JOSIAS B. BEALLE SURVEY, ABSTRACT-97
WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. COMBINED SCALE FACTOR = 0.99988342
2. MONUMENTATION AS SHOWN HEREON.
3. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
4. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF THE INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
5. A FIFTEEN (15) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
6. IF PARKING IS DESIRED ON BOTH SIDES OF THE STREET THEN THE STREETS MUST BE A MINIMUM OF 33 FEET WIDE. IF THE STREETS ARE LESS THAN 33 FEET IN WIDTH FIRE LANE SIGNAGE IS REQUIRED. (2018 IFC APPENDIX D SEC. 103.6 – D103.6.2)
7. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
8. SIDEWALKS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
9. NO PORTION OF THIS TRACT IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100-YEAR (1% ANNUAL CHANCE) FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) NUMBERS 48491C0510F AND 48491C0520F, BOTH REVISED ON DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
10. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF ½" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
11. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CANB E MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
12. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
13. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
14. 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.
15. WATER SERVICE IS PROVIDED BY: JONAH SPECIAL UTILITY DISTRICT
    WASTEWATER SERVICE IS PROVIDED BY: CITY OF HUTTO
16. 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, IT'S 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 IMPROVEMENT.
17. 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 MAINTENANCE.

17. 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.

18. 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.
19. MAXIMUM OF 60% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY 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.
20. ALL LOTS WITHIN THIS SUBDIVISION MAY NOT BE FURTHER SUBDIVIDED.
21. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
22. 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.
23. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
24. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO C.R. 132, THE ADJACENT COUNTY ROAD.
25. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
26. 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.

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 8 DAY OF May, 2024 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESS COORDINATOR
Cindy Bridges

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

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, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE 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, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

DATE

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

THAT I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____DAY OF _____, 20___ A.D., AT _____ O'CLOCK ___M. AND DULY RECORDED ON THE ____DAY OF _____, 20___ A.D., AT _____ O'CLOCK ___M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. _____.

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

NANCY E. RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

G:\TXC\Projects\Lennar\9739-00-Greinert_Ph_1\Survey\04_Finals\Drawings\Plat\9739-00 Greinert Ph 1 Plat.dwg, 4/11/2024 10:06 AM, dalbertson, 1:0

G:\TXC\Projects\Lennar\9739-00-Greinert_Ph_1\Survey\04_Finals\Drawings\Plat\9739-00 Greinert Ph 1 Plat.dwg, 4/11/2024 10:06:17 AM, DWG To PDF.pc3

Commissioners Court - Regular Session **29.**

Meeting Date: 10/22/2024

Request for Right of Entry to Williamson County property along CR 199 in Hutto

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a Request for Right of Entry granting the City of Hutto, its agents, and contractors the right to enter onto Williamson County's property.

Background

The City of Hutto, its agents, and contractors are requesting to enter the property to conduct required engineering, boundary and topographical survey, utilities survey, geotechnical soil testing, archaeological surveying, and environmental investigations for the purpose of obtaining information necessary for the planning and development of CR 199/E Front Street. WCAD Parcel ID(s): R455268 and R655165.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Right of Entry Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/17/2024 12:29 PM
Form Started By: Adam Boatright		Started On: 10/17/2024 11:53 AM
Final Approval Date: 10/17/2024		

RIGHT OF ENTRY AGREEMENT

Owner: Williamson County, Texas
710 S. Main Street, Suite 301
Georgetown, TX 78626

Project: CR 199 Reconstruction Project

Owner hereby grants permission and Right of Entry to the City of Hutto ("COH"), its agents and contractors to the area of real property that is specifically depicted in the attached Exhibit "A", which is incorporated herein by reference, (the "Property"), upon the following terms and conditions:

1. The undersigned acknowledges that the COH is conducting field investigations for the construction of CR 199 Reconstruction Project (the "Project").

2. The COH, its employees, agents and contractors, may enter upon the Property for the purposes of boundary (ground) and topographic surveying to determine elevation changes and surface features across the site, environmental field investigations to identify any potential environmental hazards (including wetlands, endangered species, and historical artifacts), archaeological surveying and hand-shovel excavation to avoid disturbance of cultural resources, geotechnical bores and soil testing to assess the load bearing capacity and consolidation potential of the soil substratum and to determine the presence / depth of groundwater, subsurface utility engineering to determine the presence of existing buried utility lines (electric power, water, sewer, gas, communication, etc.) within and near the site, surveys of vehicular movement adjacent to the site to determine the potential impact of construction traffic on surrounding roadways (Traffic Impact Analysis), field testing to predict and mitigate potential construction noise and ground vibration impacts to the surrounding community, visual appraisals, and other preliminary work necessary to assess and determine the feasibility of the Project on the Property (the "Work"). The COH's agents and contractors for this Work includes but is not necessarily limited to: Freese and Nichols, Inc; SAM LLC; 7Arrows Land Staff; and Titan Commercial Valuation.

3. This Right of Entry shall expire the latter of January 31, 2025 or one year from the date of execution. The Right of Entry is not revocable for the term herein granted.

4. In connection with the Work described herein, minor brush cutting and tree trimming may be necessary. COH and its agents will make every effort possible to keep such cutting and trimming to a minimum. Any trimmed brush or branches shall be removed from the Property by COH upon completion of the Work described herein.

5. To the extent allowed by law, COH agrees to require its agents and contractors to indemnify the Owner for any damages caused by its agents or contractors because of the activities described herein and performed upon the Property. The COH, its employees, agents and contractors will maintain insurance providing coverage for any reasonably foreseeable damages or injuries that may occur during the Work on the Property at insurance coverage levels that are customary within their respective industries.

6. If any action of the COH, its employees, agents, or contractors, in the exercise of this Right of Entry Agreement, results in damage to the Property and such damage is not restored to the condition of the property, real or personal, existing before the COH's entry onto the Property, Owner shall provide written notice to the COH of such damage within thirty (30) days from the date of occurrence and provide COH an opportunity to investigate and repair the damage prior to any compensation and/or

settlements for the damage. In the event COH fails to investigate and repair the damage within thirty (30) days from the date of COH's receipt of the Owner's notice of such damage, the Owner may take action to complete repairs to restore the condition of the property, real or personal, to the condition that it existed before the COH's entry onto the Property. The Owner may submit a written demand for compensation to the COH for the reasonable necessary costs incurred by the Owner in undertaking such repairs, supported by receipts or other documentation. The COH shall respond to the Owner's demand within ten (10) days of receipt by paying any undisputed amounts of the demanded compensation; however, the COH shall have the right to withhold any disputed repair costs claimed by the Owner and to seek to reach an agreement on final settlement of the demand amount. If the parties are unable to reach an agreement on any withheld disputed repair costs within thirty (30) days of the Owner's demand for compensation, the parties agree to first attempt to resolve the dispute through non-binding mediation prior to pursuing any other remedies available to the parties.

7. Survey tasks may involve a field crew walking and surveying within the Property and the use of various surveying equipment to identify the Property comers and to perform standard land survey work.

8. Environmental field investigations will be performed on-foot and may entail the need to investigate-habitat or areas that may include threatened or endangered species. The investigation may involve limited hand excavation, such as a series of shovel-dug probes. Any excavations that are conducted will be backfilled, compacted, and the surface will be returned as closely as practicable to its original state.

9. The COH, its employees, agents and contractors may temporarily store, move, and remove equipment and supplies that are necessary to perform the Work and to perform any other directly relatable work tasks which may be necessary to perform the Work. Such equipment and supplies shall be removed from the Property by the COH, its employees, agents, and contractors within a reasonable time after completing the Work, but in no case later than the expiration date of this Right of Entry Agreement.

10. The COH shall give a twenty-four (24) hour notice to the Owner at the contact information set forth below, that the COH, its employees, agents and contractors will be entering the Property for the purposes set forth and described above.

11. The undersigned certifies that he or she is the Owner, or the duly authorized agent of the Owner, of the land described above.

Executed on the _____day of _____, 20_____

Owner:

Signed: _____
Printed Name: _____
Title: _____

Owner's Contact Information:
Attn: _____
_____
_____, TX _____
Phone: (_____) _____
Email: _____

Special Conditions *(For Owner to complete. Please include information such as access instructions or locked gate combinations, and tenant names, addresses, and phone numbers, if applicable.):*

All Work by the City of Hutto, its agents and contractors shall be performed and limited to the area of real property that is specifically depicted in the attached Exhibit "A", which is incorporated herein by reference (the "Property").

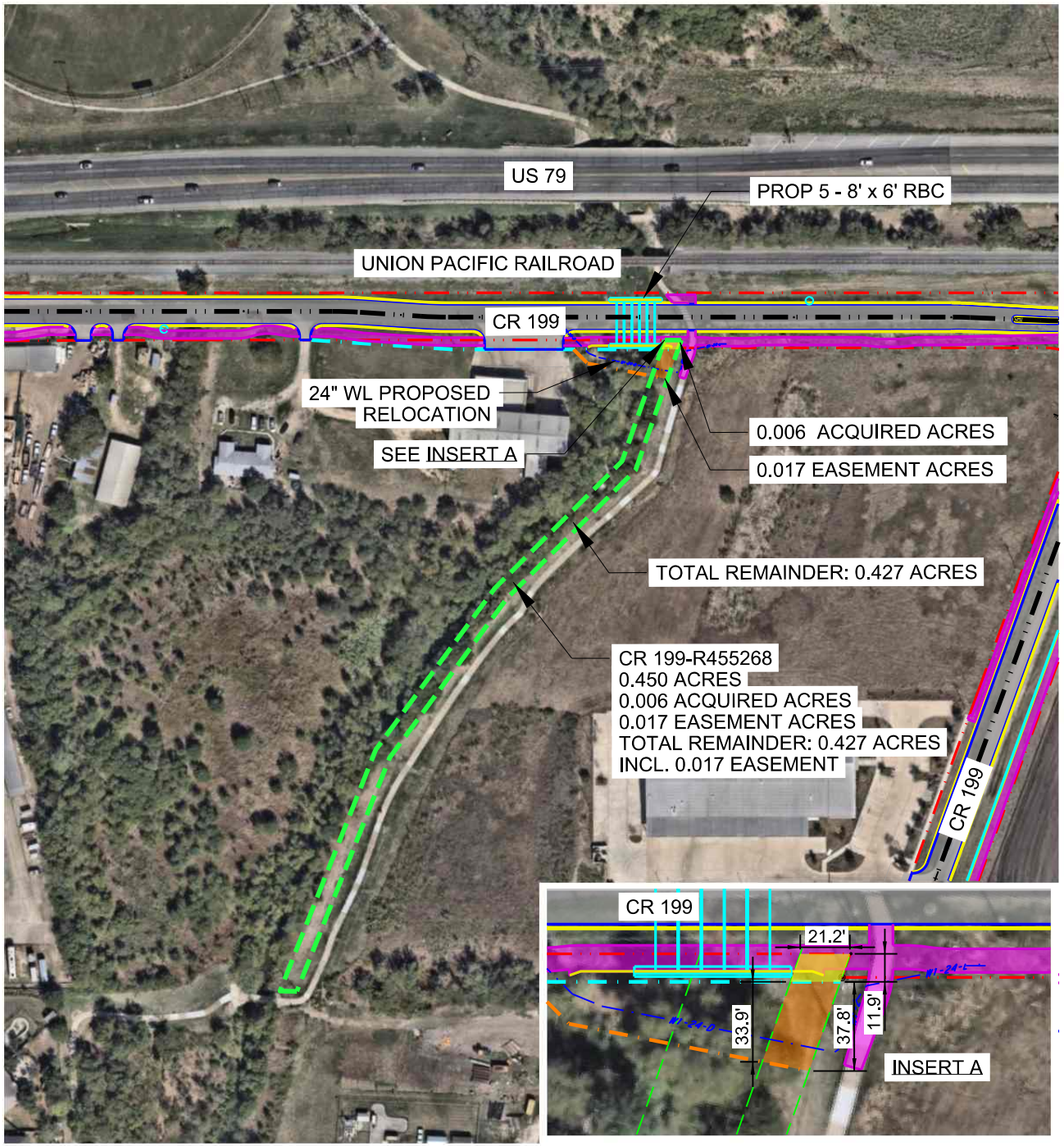
AFTER SIGNING, PLEASE RETURN TO:
City of Hutto
Attn: City Secretary
500 W Live Oak Street
Hutto, Texas 78634

Exhibit "A"
Property

The boundaries of the Property subject to this Right of Entry Agreement is specifically depicted below, with such Property being a portion out of the 1.43-acre and 0.45-acre properties identified as Williamson County Appraisal District Parcels R655165 and R455268, out of the William Gatlin Survey, Abstract No. 271, in Williamson Conty, Texas, as acquired by Williamson County for the extension of the City of Hutto hike and bike trail, as recorded in that certain court judgment recorded as Document No. 2004010590, Official Public Records, Williamson County, Texas.

[City to provide depiction of area of the properties on which City work will be conducted under this Right of Entry.]

EXHIBIT "A"



N

0 100' 200'

HORIZ. SCALE IN FEET

- PROPOSED CENTERLINE
- EXISTING ROW
- PROPOSED ROW (SUBJECT TO CHANGE)
- PROPOSED EASEMENT (SUBJECT TO CHANGE)
- AFFECTED PROPERTY BOUNDARY
- PROPOSED ROW ACQUISITION AREA
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK/SHARED USE PATH
- PROPOSED EASEMENT

CR 199
FROM FM 1660 TO CR 132

PROP ID R455268
CITY OF HUTTO

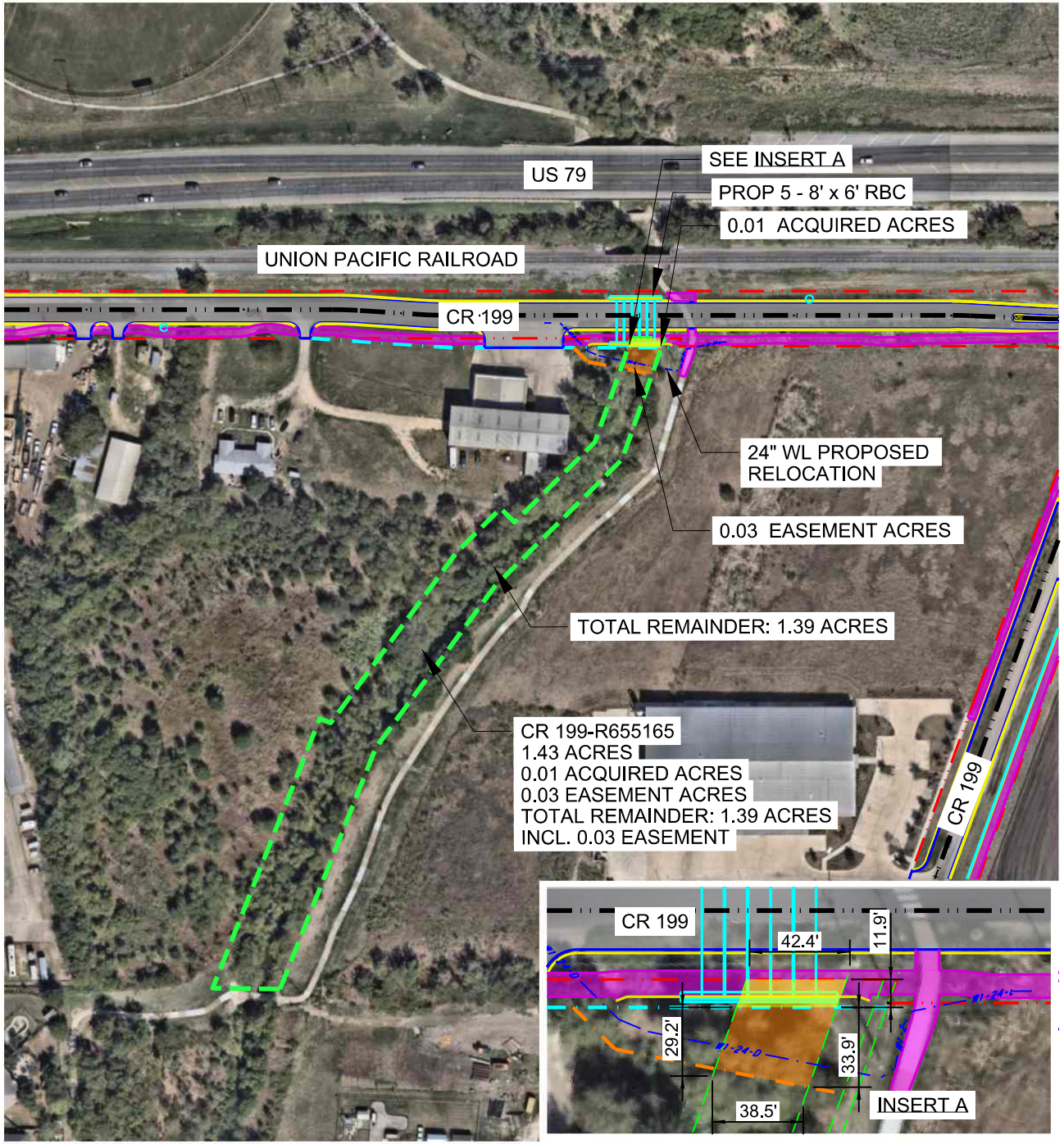
PRELIMINARY ANALYSIS - SUBJECT TO CHANGE

CITY OF HUTTO

FREESE AND NICHOLS
10431 Morado Circle
Building 5; Suite 300
Austin, TX 78759
Phone - (512) 617-3100
Web - www.freese.com

DATE: 9/9/2024 3:17:52 PM
FILE: c:\pwworkingdir\freese-pw.bentley.com_freese-pw-01\dms38307\CR199_PROP_R455268.dgn

EXHIBIT "A"



PRELIMINARY ANALYSIS - SUBJECT TO CHANGE

0 100' 200'
HORIZ. SCALE IN FEET

- PROPOSED CENTERLINE
- EXISTING ROW
- PROPOSED ROW (SUBJECT TO CHANGE)
- PROPOSED EASEMENT (SUBJECT TO CHANGE)
- AFFECTED PROPERTY BOUNDARY
- PROPOSED ROW ACQUISITION AREA
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK/SHARED USE PATH
- PROPOSED EASEMENT

CR 199
FROM FM 1660 TO CR 132

PROP ID R655165
CITY OF HUTTO

CITY OF HUTTO

FREESE AND NICHOLS
10431 Morado Circle
Building 5; Suite 300
Austin, TX 78759
Phone - (512) 617-3100
Web - www.freese.com

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Commissioners Court - Regular Session **30.**

Meeting Date: 10/22/2024

WCCHD Cancer ARPA Agreement

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an amendment to the Subrecipient Agreement with the Williamson County and Cities Health District for the Cancer Identification and Breast Cancer Treatment Program funded through the American Rescue Plan Act (ARPA).

Background

The Commissioners Court approved the original ARPA agreement with the Williamson County and Cities Health District for the Breast Cancer Identification and Treatment Project on November 13th, 2023. The agreement provides funding for community education and outreach to uninsured, low-income women who reside in Williamson County and who are at or below 250% of the Federal Poverty Level. The program supports the Big Pink Bus and provides preventative screenings for breast cancer, improving early identification, which significantly increases the 5-year survival rate. The 5-year survival rate for breast cancer when identified in the localized stage is 99%. The revised agreement expands early detection and screenings for prostate and colon cancers that also impact men. These cancers also have a high 5-year survival rate of over 90% when detected in the localized stage. The expansion of screenings does not increase the project budget, and the eligibility criteria remains the same, but now provides the ability for men to participate in the cancer identification project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amended Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:54 AM
Form Started By: Pierce Kathy		Started On: 10/15/2024 03:34 PM
Final Approval Date: 10/17/2024		

AMENDED AND RESTATED
SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
FOR CANCER IDENTIFICATION AND BREAST CANCER TREATMENT PROJECT

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

This Amended and Restated Subrecipient Agreement ("Agreement") is between Williamson County (the "COUNTY"), a political subdivision of the State of Texas and the Williamson County and Cities Health District ("SUBRECIPIENT" or "DISTRICT"), a public health district created under Chapter 121 of the Texas Health and Safety Code (collectively, the "Parties"), and shall be effective as of November 24, 2023 ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

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

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

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

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

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

WHEREAS, effective as of November 24, 2023, the COUNTY and the DISTRICT entered a subrecipient agreement regarding a program for breast cancer screening and treatment; and

WHEREAS, the COUNTY and the DISTRICT have determined that scope of the cancer screening program should be expanded retroactively as of the Effective Date; and

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

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

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW

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

> The DISTRICT will provide administrative and coordination of services for the Cancer Identification and Treatment Project. The DISTRICT will provide community education and outreach to uninsured and low-income persons qualifying for early detection and cancer screenings through the program. Persons identified with cancer will be provided patient navigation to ensure continuity of care during cancer treatments.

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

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

II.
PAYMENT

The COUNTY shall make available an amount of up to **$1,950,000 (ONE MILLION, NINE-HUNDRED AND FIFTY THOUSAND DOLLARS)** to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

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

Each reimbursement request must contain the following supporting documentation:

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

III.
TERM/TERMINATION

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

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

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

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

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

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

IV.
AMENDMENTS

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

V.
STANDARDS FOR FINANCIAL MANAGEMENT

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

SUBRECIPIENT shall maintain an effective accounting system, which will:

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

VI.
MONITORING

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

VII.
ALLOWABLE COSTS

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

VIII.
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

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

IX.
EQUIPMENT

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

Procedures for managing equipment must meet the following requirements:

i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

iv. Adequate maintenance procedures must be developed to keep the property in good condition.

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

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

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

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

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

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

XII.
INDEPENDENT CONTRACTORS

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

XIII.
SUBCONTRACTING AUTHORITY

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

XIV.
DOCUMENTATION

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

XV.
FORM 1295 COMPLIANCE

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

XVI.
NOTICE

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

County;

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

and

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

Subrecipient:

Williamson County and Cities Health District
c/o Dr. Caroline Hilbert - Executive Director
355 Texas Avenue
Round Rock, Texas 78664

XVII.
SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

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

XIX.
ENTIRE AGREEMENT

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

WITNESS that this Agreement has been executed on the dates set forth below and shall be retroactively effective as of the Effective Date set forth above.

WILLIAMSON COUNTY:	**SUBRECIPIENT:**
	Williamson County and Cities Health District
_____	_____
Authorized Signature	Authorized Signature
	Caroline Hilbert
_____	_____
Printed Name	Printed Name
Date: _____ ____, 2024	Date: Octobert 11, 2024

EXHIBIT A
ADDITIONAL SCOPE OF SERVICES
CANCER IDENTIFICATION AND BREAST CANCER TREATMENT PROJECT

Project Goals and Objectives:

The Williamson County and Cities Health District will provide administrative and coordination of services for the Cancer Identification and Treatment Project. The SUBRECIPIENT will collaborate with other safety net clinics to provide education and outreach to uninsured and low-income persons qualifying for early detection and screenings through the program. The goal of the project is to improve access to preventative cancer screenings for uninsured, low-income persons in Williamson County, and to identify cancer in early localized stage, which significantly increases the 5-year survival rate. Women identified with breast cancer, with no other funding source for treatment available, will be provided treatment resources. Patient navigation to ensure continuity of care during cancer treatment will be provided to all identified, qualifying cancer patients.

The objective of the project is to coordinate early screenings as well as mammography services through the Big Pink Bus and through standing radiological centers for care. SUBRECIPIENT will coordinate and collaborate with safety net providers to ensure a minimum of five (5) cancer screening events occur in Williamson County, with at least five hundred (500) women receiving mammograms. SUBRECIPIENT will provide financial screening and ensure that qualifying women do not have other funding sources available for breast cancer treatment. Each qualifying patient must also be a Williamson County resident who is also either a U.S. Resident or Lawful Permanent Resident (Lawful Permanent Residents, also known as "green card" holders, are non-citizens who are lawfully authorized to live permanently within the United States). SUBRECIPIENT will provide qualifying patients identified through the above-mentioned screenings with some or all of the following:

- Patient navigation services
- Case management
- Connection with appropriate counseling and crisis services
- Enrollment into Pharmacy Assistance Program (PAP)
- Connecting eligible women with Breast and Cervical Cancer Services (BCCS) program
- Enrollment in healthcare benefits through the Health Insurance Marketplace
- Assistance with Social Security Income (SSI) applications

EXHIBIT B
PROJECT BUDGET
CANCER IDENTIFICATION AND BREAST CANCER TREATMENT PROJECT

LINE ITEM	DESCRIPTION	TOTAL NOT TO EXCEED AMOUNT	BUDGETED 2024	BUDGETED 2025
Administration Cost (10%)	Allowable per ARPA guidelines	$ 195,000	$ 97,500	$ 97,500
Salary & Fringe - base salary - $56,672 + retirement - $11,921 + Insurance - $9,600 + FICA - $5,682 = $83,875 annually	Social worker for case management and eligibility review	$ 167,750	$ 83,875	$ 83,875
Travel	IRS rate for project mileage	$ 13,000	$ 6,500	$ 6,500
Supplies	Laptop, paper, office supplies, etc.	$ 4,000	$ 2,000	$ 2,000
Printing and Media	Printing for outreach	$ 4,500	$ 2,250	$ 2,250
Contractual	Market place insurance specialist	$ 5,000	$ 2,500	$ 2,500
Medical Coverage for Qualified Residents	Market place insurance premiums, labs, biopsies, screening, etc.	$ 1,544,750	$ 772,375	$ 772,375
Mental Health Counseling, Dietician & other wrap around services	Wrap around services to encourage positive outcomes to treatment	$ 10,000	$ 5,000	$ 5,000
Transportation Costs for Patients	Uber and other ride share options for qualified patients	$ 6,000	$ 3,000	$ 3,000
TOTAL NOT TO EXCEED		**$ 1,950,000**	**$ 975,000**	**$ 975,000**

Commissioners Court - Regular Session **31.**

Meeting Date: 10/22/2024

Coupland Water Supply Corp ARPA Subrecipient Agreement

Submitted By: Jody Cook, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

The Commissioners Court approved funding for Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) Funds. This agreement is a subrecipient grant agreement in the amount of $19,461.10.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Coupland Water Supply ARPA Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:58 AM
Form Started By: Jody Cook		Started On: 10/16/2024 09:50 AM
Final Approval Date: 10/17/2024		

SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND COUPLAND WATER SUPPLY CORPORATION FOR WASTEWATER PROJECT

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

This Subrecipient Agreement is between Williamson County, a political subdivision of the State of Texas, and Coupland Water Supply Corporation, and shall be effective _____, 2024. The Parties have reviewed this Agreement and agree to the following:

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

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

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

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

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

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

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

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW
AND
WATER PROJECT DEFINITIONS

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

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

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

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

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

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

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

II.
PAYMENT

The COUNTY shall make available an amount of up to **$19,461.10 (NINETEEN THOUSAND FOUR HUNDRED AND SIXTY DOLLARS AND 10 CENTS)** to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

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

Each reimbursement request must contain the following supporting documentation:

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

III.
TERM/TERMINATION

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

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

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

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

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

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

IV.
AMENDMENTS

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

V.
STANDARDS FOR FINANCIAL MANAGEMENT

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

SUBRECIPIENT shall maintain an effective accounting system, which will:

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

VI.
MONITORING

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

SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

VII.
ALLOWABLE COSTS

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

VIII.
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

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

IX.
EQUIPMENT

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

Procedures for managing equipment must meet the following requirements:

i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

iv. Adequate maintenance procedures must be developed to keep the property in good condition.
v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

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

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

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

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

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

XII.
INDEPENDENT CONTRACTORS

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

XIII.
SUBCONTRACTING AUTHORITY

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

XIV.
DOCUMENTATION

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

XV.
FORM 1295 COMPLIANCE

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

XVI.
NOTICE

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

County;

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

and

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

Subrecipient:

Coupland Water Supply Corporation
PO Box 141
Coupland, Texas 78615

XVII.
SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

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

XIX.
ENTIRE AGREEMENT

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Bill Gravell, Jr.
Printed Name

Date: _____ ,2024

SUBRECIPIENT:

Phil Grmr, Vice-Pres.
Authorized Signature

Philip Grmr
Printed Name

Date: 10-12-2024 ,2024

APPENDIX A – Scope of Services

The Scope of Services will include the following:

1. Demolition and removal of an existing rotting building.
2. Properly disposing of existing building.
3. Leveling and grading the area where the rotting building was located so that a new building will sit level and be one foot off of the ground.
4. Run needed electrical wiring from Main Breaker Panel to the newly installed building.
5. Check for proper operation of all electrical circuits in new building.

APPENDIX B – Program or Project Budget/Allowable Expenses

(incorporated herein as if copied in full)

The total not to exceed amount of the budget and funding under the Agreement to perform the Scope of Services of the Project shall be $19,461.10.

Commissioners Court - Regular Session **32.**

Meeting Date: 10/22/2024

City of Round Rock ARPA Subrecipient Amendment

Submitted By: Jody Cook, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving an Amendment agreement between Williamson County and the City of Round Rock for infrastructure improvements to public water and wastewater systems serving the community for reimbursement under The American Rescue Plan Act (ARPA).

Background

The Commissioners Court approved funding for Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) Funds.
In addition to the approved Segment A on September 20, 2022, of the water supply project, funds under this Amendment agreement may also be utilized for the purchase of land associated with the overall water supply project and/or to extend the waterline past the boundaries of Segment A.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

City of Round Rock Amendment Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/17/2024 09:00 AM
Form Started By: Jody Cook		Started On: 10/16/2024 11:08 AM
Final Approval Date: 10/17/2024		

AMENDMENT TO
SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND CITY OF ROUND ROCK
FUNDING FROM:
THE AMERICAN RESCUE PLAN ACT (ARPA)
(A.L.N. 21.027)

THIS AMENDMENT to Subrecipient Agreement is made and entered into by and between Williamson County, Texas ("County") and the City of Round Rock, Texas ("Subrecipient"), both being political subdivision of the State of Texas (collectively referred to as "Parties").

RECITALS

WHEREAS, the Parties executed that certain agreement entitled Subrecipient Agreement Between Williamson County and the City of Round Rock for the Williamson County Regional Water Supply, Segment A Project [FUNDING FROM: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)] ("Agreement"), which became effective as of September 20, 2022;

WHEREAS, it has become necessary to amend the Agreement due a modification to the Project's Scope of Services;

NOW, THEREFORE, premises considered, the Parties agree that the Agreement is amended as follows:

AGREEMENTS

1. **Appendix A – Scope of Services** of the Agreement shall be amended and supplanted, in its entirety, by the Appendix A attached hereto, which is being incorporated herein by reference.

2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.

3. 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.

R-2024-261

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS
(County)

By: _____

Printed Name: _____

Title: As Presiding Officer,
Williamson County
Commissioners Court

Date: _____ ____, 20___

CITY OF ROUND ROCK, TEXAS
(Subrecipient)

By: _____

Printed Name: Craig Morgan

Title: Mayor

Date: September 26, 2024

APPENDIX A - Scope of Services

The Segment A water supply project includes the construction of a waterline along Chandler Creek Road and FM 1660 to State Highway 130 to meet future needs in Williamson County. Segment A will bring Carrizo-Wilcox Aquifer groundwater and transport it to existing and future customers in the County.

In addition to Segment A of the water supply project, funds under this Agreement may also be utilized for the purchase of land associated with the overall water supply project and/or to extend the waterline past the boundaries of Segment A.

Commissioners Court - Regular Session **33.**

Meeting Date: 10/22/2024

Approval of Blanket Requisition for Fuel Purchases from Fleetcor dba/Fuelman for EMS Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Blanket Purchase Order in the amount of $320,000.00 as per OMNIA contract #R211101 with Fleetcor dba Fuelman for fuel purchases.

Background

Approval of this item will support the operations of the Williamson County EMS Department. The blanket purchase order (req #135865) will encumber funds for Fuelman gasoline purchases. Funding Source: 01.0100.0540.003301 FY25. Department contact is Theresia Carter. Company is publicly traded, therefore no Form 1295 required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/16/2024 04:53 PM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:37 AM
Form Started By: Fernando Ramirez		Started On: 10/08/2024 10:52 AM
Final Approval Date: 10/17/2024		

Commissioners Court - Regular Session **34.**

Meeting Date: 10/22/2024

Approval of Agreement for Consulting Services Subscription with Gartner, Inc. for Information Systems Department

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 amendment #202542 with Gartner, Inc. for management consulting services to include Gartner Access for Technical Professionals and IT Leaders in the total amount of $104,277.00, updating DIR contract to #DIR-CPO-5253, and authorizing execution of the agreement.

Background

Approval of this amendment updates the Cooperative Contract from DIR-CPO-4099, which expired 7/6/2024, to DIR-CPO-5253, valid through 7/8/2029. Gartner provides research, expert advice, contract reviews, best practices, and industry insights through their website, one-on-one sessions, articles, and conferences. They are industry experts in IT and are vendor neutral when assisting in evaluating solutions. This is the third (3rd) and final year of this agreement, which expires 10/31/2025. Payment of $104,277.00 for year three, to be invoiced for FY25. This expenditure will be charged to 01.0100.0503.004100 FY25. Origination #818. A 1295 is not required due to Gartner, Inc. being a publicly traded company. Department contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Gartner Amendment

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/17/2024 10:18 AM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 10:23 AM
Form Started By: Barbi Hageman		Started On: 10/11/2024 09:43 AM
Final Approval Date: 10/17/2024		

AMENDMENT TO
SERVICE AGREEMENT
Gartner, Inc.

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 SERVICE AGREEMENT ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Gartner, Inc. ("Gartner"), both of which are referred to herein as the parties.

WHEREAS, the County and Gartner entered into a Service Agreement, dated effective August 16, 2022 (the "Agreement"), setting forth the terms and conditions pursuant to which Gartner agreed to provide certain services;

WHEREAS, the Parties desires to amend the Agreement to update the Cooperative Purchasing contract information.

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

AMENDMENT

I. The Agreement shall be amended to incorporate the updated Cooperative Purchasing Agreement (DIR-CPO-5253).

II. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.

III. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as the date of the last party's execution below.

DS

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____

GARTNER, INC.:

DocuSigned by:
Ashley Beluch
3C6861B4DAC2436...
Authorized Signature

Ashley Beluch
Printed Name

Senior Contracts Specialist
Date:

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 09 2024 Time: 3:39 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Oct 09 2024 Time: 7:26 am

DS
AB

Commissioners Court - Regular Session **35.**

Meeting Date: 10/22/2024

Approval of Purchase Contract for Oracle Support from Mythics, Inc. for Information Systems

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 multi-year agreement #202525 between Williamson County and Mythics, Inc. in the amount of $1,703,117.02 pursuant to Omnia National IPA R190801 and authorizing the execution of this agreement.

Background

This software licensing purchase supports currently installed software. The County is licensing it for use now and in the future. The software is required to keep the Oracle financial system databases performing properly and efficiently. This agreement combines several separate modules all into one (1) three (3 year) contract. The contract term begins on 11/1/2024 and expires on 10/31/2027. Annual installments are set as Year one (1) $545,591.09, Year two (2) $567,414.69 and Year three (3) $590,111.24. Funding source for year one (1) is 01.0100.0503.004505 for FY25. Budget, Contract Audit and General Council have approved. Origination #828. The department point of contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mythics Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/16/2024 12:57 PM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:42 AM
Form Started By: Barbi Hageman		Started On: 10/11/2024 10:39 AM
Final Approval Date: 10/17/2024		

Region 4 (Omnia)/National IPA R190801

4525 Main Street, Suite 1500
Virginia Beach, VA 23462

Ryan Bozeman
Phone: (757) 222-0941
Fax: (757) 412-1060
Email: rbozeman@mythics.com

[redacted] 71
CAGE Code: 1TA34

Company Name: Williamson County, Texas
Contact: Minnie Beteille
Email: mbeteille@wilco.org
Phone Number: (512) 943-1448
Project: Oracle Support Renewal

Quote Number: [redacted]
Prepared On: September 24, 2024
Valid Through: November 30, 2024

Please include this reference on a valid PO:	This PO incorporates the terms of Mythics quote number [redacted] FY25 (3 Year) including the Region 4 (Omnia)/National IPA R190801 by reference

ORACLE SUPPORT RENEWAL

Line Item	CSI	Oracle Product Description / License Type	Start Date	End Date	Quantity	Support Type	Extended Price
1	19766401	Oracle Advanced Benefits - Employee Perpetual	11/1/2024	10/31/2025	211	Software Update License & Support	$ 2,111.13
2	19766401	Oracle Payroll - Employee Perpetual	11/1/2024	10/31/2025	76	Software Update License & Support	$ 2,012.86
3	19766401	Oracle Human Resources - Employee Perpetual	11/1/2024	10/31/2025	110	Software Update License & Support	$ 2,395.42
4	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	25	Software Update License & Support	$ 1,322.21
5	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	25	Software Update License & Support	$ 13,428.80
6	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	25	Software Update License & Support	$ 2,726.81
7	20160296	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2024	10/31/2025	125	Software Update License & Support	$ 663.79
8	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	12.5	Software Update License & Support	$ 6,419.88
9	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	12.5	Software Update License & Support	$ 1,303.61
10	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	12.5	Software Update License & Support	$ 632.09
11	21057786	Oracle Advanced Security - Processor Perpetual	11/1/2024	10/31/2025	4	Software Update License & Support	$ 9,890.71
12	3584672	Oracle Grants - Application User Perpetual	11/1/2024	10/31/2025	3	Software Update License & Support	$ 3,804.27
13	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	12.5	Software Update License & Support	$ 8,384.72
14	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	12.5	Software Update License & Support	$ 825.54
15	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	12.5	Software Update License & Support	$ 1,702.57
16	3651532	Oracle Human Resources - Person Perpetual	11/1/2024	10/31/2025	1500	Software Update License & Support	$ 28,959.47
17	3651532	Oracle Self-Service Human Resources - Person Perpetual	11/1/2024	10/31/2025	1500	Software Update License & Support	$ 12,066.41
18	3651532	Payroll - Person Perpetual	11/1/2024	10/31/2025	1500	Software Update License & Support	$ 28,959.43
19	3651532	Oracle Advanced Benefits - Person Perpetual	11/1/2024	10/31/2025	1500	Software Update License & Support	$ 19,306.29
20	3651532	Oracle Internet Expenses - Expense Report Perpetual	11/1/2024	10/31/2025	1000	Software Update License & Support	$ 1,608.85
21	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	12.5	Software Update License & Support	$ 876.54
22	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	12.5	Software Update License & Support	$ 1,807.67
23	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	12.5	Software Update License & Support	$ 8,902.34
24	3886397	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2024	10/31/2025	3	Software Update License & Support	$ 15,478.56
25	3886397	Oracle Database Enterprise Edition - Processor Perpetual	11/1/2024	10/31/2025	1	Software Update License & Support	$ 10,450.34
26	3886397	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2024	10/31/2025	1	Software Update License & Support	$ 5,392.16
27	3886397	Oracle Database Enterprise Edition - Processor Perpetual	11/1/2024	10/31/2025	3	Software Update License & Support	$ 31,552.64
28	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	37.5	Software Update License & Support	$ 4,803.36
29	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	37.5	Software Update License & Support	$ 23,655.18
30	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	37.5	Software Update License & Support	$ 2,329.10
31	23836459	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2024	10/31/2025	475	Software Update License & Support	$ 2,700.76
32	23836459	Oracle Payroll - Employee Perpetual	11/1/2024	10/31/2025	224	Software Update License & Support	$ 7,164.08
33	23836459	Oracle Human Resources - Employee Perpetual	11/1/2024	10/31/2025	190	Software Update License & Support	$ 4,996.37
34	24530830	Oracle Database Enterprise Edition - Processor Perpetual	11/1/2024	10/31/2025	2	Software Update License & Support	$ 13,382.75
35	24530830	Oracle Database Enterprise Edition - Named User Plus Perpetual	11/1/2024	10/31/2025	100	Software Update License & Support	$ 12,245.24
36	24886662	Oracle Tuning Pack - Named User Plus Perpetual	11/1/2024	10/31/2025	150	Software Update License & Support	$ 1,880.16

37	24886662	Oracle Advanced Security - Named User Plus Perpetual	11/1/2024	10/31/2025	150	Software Update License & Support	**$ 5,640.49**
38	24886662	Oracle Diagnostics Pack - Processor Perpetual	11/1/2024	10/31/2025	6	Software Update License & Support	**$ 5,640.49**
39	24886662	Oracle Tuning Pack - Processor Perpetual	11/1/2024	10/31/2025	6	Software Update License & Support	**$ 3,760.32**
40	24886662	Oracle Advanced Security - Processor Perpetual	11/1/2024	10/31/2025	2	Software Update License & Support	**$ 3,760.32**
41	24886662	Oracle OLAP - Named User Plus Perpetual	11/1/2024	10/31/2025	150	Software Update License & Support	**$ 8,648.76**
42	24886662	Oracle Partitioning - Processor Perpetual	11/1/2024	10/31/2025	6	Software Update License & Support	**$ 8,648.76**
43	24886662	Oracle OLAP - Processor Perpetual	11/1/2024	10/31/2025	6	Software Update License & Support	**$ 17,297.51**
44	24886662	Oracle Diagnostics Pack - Named User Plus Perpetual	11/1/2024	10/31/2025	150	Software Update License & Support	**$ 2,820.24**
45	24886662	Oracle Partitioning - Named User Plus Perpetual	11/1/2024	10/31/2025	150	Software Update License & Support	**$ 4,324.37**
46	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	38	Software Update License & Support	**$ 19,879.71**
47	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	38	Software Update License & Support	**$ 1,957.36**
48	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	38	Software Update License & Support	**$ 4,036.72**
49	27799470	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2024	10/31/2025	50	Software Update License & Support	**$ 260.99**
50	27799470	Oracle Human Resources - Employee Perpetual	11/1/2024	10/31/2025	50	Software Update License & Support	**$ 1,207.08**
51	27799470	Oracle Payroll - Employee Perpetual	11/1/2024	10/31/2025	50	Software Update License & Support	**$ 1,468.08**
52	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	25	Software Update License & Support	**$ 12,708.59**
53	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	25	Software Update License & Support	**$ 2,580.57**
54	16494735	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	25	Software Update License & Support	**$ 1,251.28**
55	2252062	APPLICATIONS V1.0 **LICENSE ONLY**	11/1/2024	10/31/2025	30	Software Update License & Support	**$ 8,921.08**
56	2252062	ALERT V5.0 REL10.7	11/1/2024	10/31/2025	1	Software Update License & Support	**$ 5,125.40**
57	2252062	DISCOVERER ADMIN ED V3.0	11/1/2024	10/31/2025	1	Software Update License & Support	**$ 6,142.82**
58	15489690	Oracle Forms and Reports - Processor Perpetual	11/1/2024	10/31/2025	1	Software Update License & Support	**$ 3,105.99**
59	15489690	Oracle Internet Developer Suite - Named User Plus Perpetual	11/1/2024	10/31/2025	2	Software Update License & Support	**$ 1,552.99**
60	15492318	Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual	11/1/2024	10/31/2025	20	Software Update License & Support	**$ 2,805.65**
61	15598073	Oracle Human Resources - Employee Perpetual	11/1/2024	10/31/2025	25	Software Update License & Support	**$ 872.78**
62	15598073	Oracle Payroll - Employee Perpetual	11/1/2024	10/31/2025	25	Software Update License & Support	**$ 1,063.70**
63	15598073	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2024	10/31/2025	25	Software Update License & Support	**$ 409.11**
64	15598073	Oracle Advanced Benefits - Employee Perpetual	11/1/2024	10/31/2025	25	Software Update License & Support	**$ 81.83**
65	16017441	Oracle Grants - Application User Perpetual	11/1/2024	10/31/2025	2	Software Update License & Support	**$ 2,109.07**
66	16250337	Oracle Advanced Benefits - Employee Perpetual	11/1/2024	10/31/2025	100	Software Update License & Support	**$ 1,322.56**
67	16250337	Oracle Payroll - Employee Perpetual	11/1/2024	10/31/2025	400	Software Update License & Support	**$ 14,003.19**
68	16250337	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2024	10/31/2025	100	Software Update License & Support	**$ 622.36**
69	16250337	Oracle Human Resources - Employee Perpetual	11/1/2024	10/31/2025	400	Software Update License & Support	**$ 11,513.74**
70	16250802	Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual	11/1/2024	10/31/2025	40	Software Update License & Support	**$ 4,712.13**
71	16250802	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2024	10/31/2025	2	Software Update License & Support	**$ 12,824.46**
72	16250802	Oracle Database Enterprise Edition - Named User Plus Perpetual	11/1/2024	10/31/2025	25	Software Update License & Support	**$ 3,996.89**
73	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	125	Software Update License & Support	**$ 8,088.24**
74	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	125	Software Update License & Support	**$ 34,440.68**
75	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2024	10/31/2025	1	Software Update License & Support	**$ 7,281.05**
76	16250337	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2024	10/31/2025	2	Software Update License & Support	**$ 8,381.83**
77	16250337	Oracle Database Enterprise Edition - Named User Plus Perpetual	11/1/2024	10/31/2025	25	Software Update License & Support	**$ 2,135.01**
78	18221780	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2024	10/31/2025	25	Software Update License & Support	**$ 157.30**
79	18221780	Oracle Human Resources - Employee Perpetual	11/1/2024	10/31/2025	25	Software Update License & Support	**$ 668.46**
80	18221780	Oracle Advanced Benefits - Employee Perpetual	11/1/2024	10/31/2025	25	Software Update License & Support	**$ 334.24**
81	18221780	Oracle Payroll - Employee Perpetual	11/1/2024	10/31/2025	25	Software Update License & Support	**$ 884.78**
82	19766401	Oracle Advanced Benefits - Employee Perpetual	11/1/2025	10/31/2026	211	Software Update License & Support	**$ 2,195.58**
83	19766401	Oracle Payroll - Employee Perpetual	11/1/2025	10/31/2026	76	Software Update License & Support	**$ 2,093.37**
84	19766401	Oracle Human Resources - Employee Perpetual	11/1/2025	10/31/2026	110	Software Update License & Support	**$ 2,491.24**
85	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	25	Software Update License & Support	**$ 1,375.10**

86	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	25	Software Update License & Support	**$ 13,965.95**
87	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	25	Software Update License & Support	**$ 2,835.88**
88	20160296	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2025	10/31/2026	125	Software Update License & Support	**$ 690.34**
89	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	12.5	Software Update License & Support	**$ 6,676.68**
90	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	12.5	Software Update License & Support	**$ 1,355.75**
91	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	12.5	Software Update License & Support	**$ 657.37**
92	21057786	Oracle Advanced Security - Processor Perpetual	11/1/2025	10/31/2026	4	Software Update License & Support	**$ 10,286.34**
93	3584672	Oracle Grants - Application User Perpetual	11/1/2025	10/31/2026	3	Software Update License & Support	**$ 3,956.44**
94	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	12.5	Software Update License & Support	**$ 8,720.11**
95	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	12.5	Software Update License & Support	**$ 858.56**
96	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	12.5	Software Update License & Support	**$ 1,770.67**
97	3651532	Oracle Human Resources - Person Perpetual	11/1/2025	10/31/2026	1500	Software Update License & Support	**$ 30,117.85**
98	3651532	Oracle Self-Service Human Resources - Person Perpetual	11/1/2025	10/31/2026	1500	Software Update License & Support	**$ 12,549.07**
99	3651532	Payroll - Person Perpetual	11/1/2025	10/31/2026	1500	Software Update License & Support	**$ 30,117.81**
100	3651532	Oracle Advanced Benefits - Person Perpetual	11/1/2025	10/31/2026	1500	Software Update License & Support	**$ 20,078.54**
101	3651532	Oracle Internet Expenses - Expense Report Perpetual	11/1/2025	10/31/2026	1000	Software Update License & Support	**$ 1,673.20**
102	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	12.5	Software Update License & Support	**$ 911.60**
103	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	12.5	Software Update License & Support	**$ 1,879.98**
104	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	12.5	Software Update License & Support	**$ 9,258.43**
105	3886397	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2025	10/31/2026	3	Software Update License & Support	**$ 16,097.70**
106	3886397	Oracle Database Enterprise Edition - Processor Perpetual	11/1/2025	10/31/2026	1	Software Update License & Support	**$ 10,868.35**
107	3886397	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2025	10/31/2026	1	Software Update License & Support	**$ 5,607.85**
108	3886397	Oracle Database Enterprise Edition - Processor Perpetual	11/1/2025	10/31/2026	3	Software Update License & Support	**$ 32,814.75**
109	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	37.5	Software Update License & Support	**$ 4,995.49**
110	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	37.5	Software Update License & Support	**$ 24,601.39**
111	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	37.5	Software Update License & Support	**$ 2,422.26**
112	23836459	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2025	10/31/2026	475	Software Update License & Support	**$ 2,808.79**
113	23836459	Oracle Payroll - Employee Perpetual	11/1/2025	10/31/2026	224	Software Update License & Support	**$ 7,450.64**
114	23836459	Oracle Human Resources - Employee Perpetual	11/1/2025	10/31/2026	190	Software Update License & Support	**$ 5,196.22**
115	24530830	Oracle Database Enterprise Edition - Processor Perpetual	11/1/2025	10/31/2026	2	Software Update License & Support	**$ 13,918.06**
116	24530830	Oracle Database Enterprise Edition - Named User Plus Perpetual	11/1/2025	10/31/2026	100	Software Update License & Support	**$ 12,735.05**
117	24886662	Oracle Tuning Pack - Named User Plus Perpetual	11/1/2025	10/31/2026	150	Software Update License & Support	**$ 1,955.37**
118	24886662	Oracle Advanced Security - Named User Plus Perpetual	11/1/2025	10/31/2026	150	Software Update License & Support	**$ 5,866.11**
119	24886662	Oracle Diagnostics Pack - Processor Perpetual	11/1/2025	10/31/2026	6	Software Update License & Support	**$ 5,866.11**
120	24886662	Oracle Tuning Pack - Processor Perpetual	11/1/2025	10/31/2026	6	Software Update License & Support	**$ 3,910.73**
121	24886662	Oracle Advanced Security - Processor Perpetual	11/1/2025	10/31/2026	2	Software Update License & Support	**$ 3,910.73**
122	24886662	Oracle OLAP - Named User Plus Perpetual	11/1/2025	10/31/2026	150	Software Update License & Support	**$ 8,994.71**
123	24886662	Oracle Partitioning - Processor Perpetual	11/1/2025	10/31/2026	6	Software Update License & Support	**$ 8,994.71**
124	24886662	Oracle OLAP - Processor Perpetual	11/1/2025	10/31/2026	6	Software Update License & Support	**$ 17,989.41**
125	24886662	Oracle Diagnostics Pack - Named User Plus Perpetual	11/1/2025	10/31/2026	150	Software Update License & Support	**$ 2,933.05**
126	24886662	Oracle Partitioning - Named User Plus Perpetual	11/1/2025	10/31/2026	150	Software Update License & Support	**$ 4,497.34**
127	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	38	Software Update License & Support	**$ 20,674.90**
128	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	38	Software Update License & Support	**$ 2,035.65**
129	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	38	Software Update License & Support	**$ 4,198.19**
130	27799470	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2025	10/31/2026	50	Software Update License & Support	**$ 271.43**
131	27799470	Oracle Human Resources - Employee Perpetual	11/1/2025	10/31/2026	50	Software Update License & Support	**$ 1,255.36**
132	27799470	Oracle Payroll - Employee Perpetual	11/1/2025	10/31/2026	50	Software Update License & Support	**$ 1,526.80**
133	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	25	Software Update License & Support	**$ 13,216.93**
134	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	25	Software Update License & Support	**$ 2,683.79**

135	16494735	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	25	Software Update License & Support	**$ 1,301.33**
136	2252062	APPLICATIONS V1.0 **LICENSE ONLY**	11/1/2025	10/31/2026	30	Software Update License & Support	**$ 9,277.92**
137	2252062	ALERT V5.0 REL10.7	11/1/2025	10/31/2026	1	Software Update License & Support	**$ 5,330.42**
138	2252062	DISCOVERER ADMIN ED V3.0	11/1/2025	10/31/2026	1	Software Update License & Support	**$ 6,388.53**
139	15489690	Oracle Forms and Reports - Processor Perpetual	11/1/2025	10/31/2026	1	Software Update License & Support	**$ 3,230.23**
140	15489690	Oracle Internet Developer Suite - Named User Plus Perpetual	11/1/2025	10/31/2026	2	Software Update License & Support	**$ 1,615.11**
141	15492318	Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual	11/1/2025	10/31/2026	20	Software Update License & Support	**$ 2,917.88**
142	15598073	Oracle Human Resources - Employee Perpetual	11/1/2025	10/31/2026	25	Software Update License & Support	**$ 907.69**
143	15598073	Oracle Payroll - Employee Perpetual	11/1/2025	10/31/2026	25	Software Update License & Support	**$ 1,106.25**
144	15598073	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2025	10/31/2026	25	Software Update License & Support	**$ 425.47**
145	15598073	Oracle Advanced Benefits - Employee Perpetual	11/1/2025	10/31/2026	25	Software Update License & Support	**$ 85.10**
146	16017441	Oracle Grants - Application User Perpetual	11/1/2025	10/31/2026	2	Software Update License & Support	**$ 2,193.43**
147	16250337	Oracle Advanced Benefits - Employee Perpetual	11/1/2025	10/31/2026	100	Software Update License & Support	**$ 1,375.46**
148	16250337	Oracle Payroll - Employee Perpetual	11/1/2025	10/31/2026	400	Software Update License & Support	**$ 14,563.32**
149	16250337	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2025	10/31/2026	100	Software Update License & Support	**$ 647.25**
150	16250337	Oracle Human Resources - Employee Perpetual	11/1/2025	10/31/2026	400	Software Update License & Support	**$ 11,974.29**
151	16250802	Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual	11/1/2025	10/31/2026	40	Software Update License & Support	**$ 4,900.62**
152	16250802	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2025	10/31/2026	2	Software Update License & Support	**$ 13,337.44**
153	16250802	Oracle Database Enterprise Edition - Named User Plus Perpetual	11/1/2025	10/31/2026	25	Software Update License & Support	**$ 4,156.77**
154	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	125	Software Update License & Support	**$ 8,411.77**
155	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	125	Software Update License & Support	**$ 35,818.31**
156	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2025	10/31/2026	1	Software Update License & Support	**$ 7,572.29**
157	16250337	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2025	10/31/2026	2	Software Update License & Support	**$ 8,717.10**
158	16250337	Oracle Database Enterprise Edition - Named User Plus Perpetual	11/1/2025	10/31/2026	25	Software Update License & Support	**$ 2,220.41**
159	18221780	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2025	10/31/2026	25	Software Update License & Support	**$ 163.59**
160	18221780	Oracle Human Resources - Employee Perpetual	11/1/2025	10/31/2026	25	Software Update License & Support	**$ 695.20**
161	18221780	Oracle Advanced Benefits - Employee Perpetual	11/1/2025	10/31/2026	25	Software Update License & Support	**$ 347.61**
162	18221780	Oracle Payroll - Employee Perpetual	11/1/2025	10/31/2026	25	Software Update License & Support	**$ 920.17**
163	19766401	Oracle Advanced Benefits - Employee Perpetual	11/1/2026	10/31/2027	211	Software Update License & Support	**$ 2,283.40**
164	19766401	Oracle Payroll - Employee Perpetual	11/1/2026	10/31/2027	76	Software Update License & Support	**$ 2,177.10**
165	19766401	Oracle Human Resources - Employee Perpetual	11/1/2026	10/31/2027	110	Software Update License & Support	**$ 2,590.89**
166	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	25	Software Update License & Support	**$ 1,430.10**
167	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	25	Software Update License & Support	**$ 14,524.59**
168	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	25	Software Update License & Support	**$ 2,949.32**
169	20160296	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2026	10/31/2027	125	Software Update License & Support	**$ 717.95**
170	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	12.5	Software Update License & Support	**$ 6,943.75**
171	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	12.5	Software Update License & Support	**$ 1,409.98**
172	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	12.5	Software Update License & Support	**$ 683.66**
173	21057786	Oracle Advanced Security - Processor Perpetual	11/1/2026	10/31/2027	4	Software Update License & Support	**$ 10,697.79**
174	3584672	Oracle Grants - Application User Perpetual	11/1/2026	10/31/2027	3	Software Update License & Support	**$ 4,114.70**
175	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	12.5	Software Update License & Support	**$ 9,068.91**
176	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	12.5	Software Update License & Support	**$ 892.90**
177	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	12.5	Software Update License & Support	**$ 1,841.50**
178	3651532	Oracle Human Resources - Person Perpetual	11/1/2026	10/31/2027	1500	Software Update License & Support	**$ 31,322.56**
179	3651532	Oracle Self-Service Human Resources - Person Perpetual	11/1/2026	10/31/2027	1500	Software Update License & Support	**$ 13,051.03**
180	3651532	Payroll - Person Perpetual	11/1/2026	10/31/2027	1500	Software Update License & Support	**$ 31,322.52**
181	3651532	Oracle Advanced Benefits - Person Perpetual	11/1/2026	10/31/2027	1500	Software Update License & Support	**$ 20,881.68**
182	3651532	Oracle Internet Expenses - Expense Report Perpetual	11/1/2026	10/31/2027	1000	Software Update License & Support	**$ 1,740.13**
183	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	12.5	Software Update License & Support	**$ 948.06**

184	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	12.5	Software Update License & Support	**$ 1,955.18**
185	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	12.5	Software Update License & Support	**$ 9,628.77**
186	3886397	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2026	10/31/2027	3	Software Update License & Support	**$ 16,741.61**
187	3886397	Oracle Database Enterprise Edition - Processor Perpetual	11/1/2026	10/31/2027	1	Software Update License & Support	**$ 11,303.08**
188	3886397	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2026	10/31/2027	1	Software Update License & Support	**$ 5,832.16**
189	3886397	Oracle Database Enterprise Edition - Processor Perpetual	11/1/2026	10/31/2027	3	Software Update License & Support	**$ 34,127.34**
190	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	37.5	Software Update License & Support	**$ 5,195.31**
191	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	37.5	Software Update License & Support	**$ 25,585.45**
192	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	37.5	Software Update License & Support	**$ 2,519.15**
193	23836459	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2026	10/31/2027	475	Software Update License & Support	**$ 2,921.14**
194	23836459	Oracle Payroll - Employee Perpetual	11/1/2026	10/31/2027	224	Software Update License & Support	**$ 7,748.67**
195	23836459	Oracle Human Resources - Employee Perpetual	11/1/2026	10/31/2027	190	Software Update License & Support	**$ 5,404.07**
196	24530830	Oracle Database Enterprise Edition - Processor Perpetual	11/1/2026	10/31/2027	2	Software Update License & Support	**$ 14,474.78**
197	24530830	Oracle Database Enterprise Edition - Named User Plus Perpetual	11/1/2026	10/31/2027	100	Software Update License & Support	**$ 13,244.45**
198	24886662	Oracle Tuning Pack - Named User Plus Perpetual	11/1/2026	10/31/2027	150	Software Update License & Support	**$ 2,033.58**
199	24886662	Oracle Advanced Security - Named User Plus Perpetual	11/1/2026	10/31/2027	150	Software Update License & Support	**$ 6,100.75**
200	24886662	Oracle Diagnostics Pack - Processor Perpetual	11/1/2026	10/31/2027	6	Software Update License & Support	**$ 6,100.75**
201	24886662	Oracle Tuning Pack - Processor Perpetual	11/1/2026	10/31/2027	6	Software Update License & Support	**$ 4,067.16**
202	24886662	Oracle Advanced Security - Processor Perpetual	11/1/2026	10/31/2027	2	Software Update License & Support	**$ 4,067.16**
203	24886662	Oracle OLAP - Named User Plus Perpetual	11/1/2026	10/31/2027	150	Software Update License & Support	**$ 9,354.50**
204	24886662	Oracle Partitioning - Processor Perpetual	11/1/2026	10/31/2027	6	Software Update License & Support	**$ 9,354.50**
205	24886662	Oracle OLAP - Processor Perpetual	11/1/2026	10/31/2027	6	Software Update License & Support	**$ 18,708.99**
206	24886662	Oracle Diagnostics Pack - Named User Plus Perpetual	11/1/2026	10/31/2027	150	Software Update License & Support	**$ 3,050.37**
207	24886662	Oracle Partitioning - Named User Plus Perpetual	11/1/2026	10/31/2027	150	Software Update License & Support	**$ 4,677.23**
208	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	38	Software Update License & Support	**$ 21,501.90**
209	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	38	Software Update License & Support	**$ 2,117.08**
210	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	38	Software Update License & Support	**$ 4,366.12**
211	27799470	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2026	10/31/2027	50	Software Update License & Support	**$ 282.29**
212	27799470	Oracle Human Resources - Employee Perpetual	11/1/2026	10/31/2027	50	Software Update License & Support	**$ 1,305.57**
213	27799470	Oracle Payroll - Employee Perpetual	11/1/2026	10/31/2027	50	Software Update License & Support	**$ 1,587.87**
214	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	25	Software Update License & Support	**$ 13,745.61**
215	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	25	Software Update License & Support	**$ 2,791.14**
216	16494735	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	25	Software Update License & Support	**$ 1,353.38**
217	2252062	APPLICATIONS V1.0 **LICENSE ONLY**	11/1/2026	10/31/2027	30	Software Update License & Support	**$ 9,649.04**
218	2252062	ALERT V5.0 REL10.7	11/1/2026	10/31/2027	1	Software Update License & Support	**$ 5,543.64**
219	2252062	DISCOVERER ADMIN ED V3.0	11/1/2026	10/31/2027	1	Software Update License & Support	**$ 6,644.07**
220	15489690	Oracle Forms and Reports - Processor Perpetual	11/1/2026	10/31/2027	1	Software Update License & Support	**$ 3,359.44**
221	15489690	Oracle Internet Developer Suite - Named User Plus Perpetual	11/1/2026	10/31/2027	2	Software Update License & Support	**$ 1,679.71**
222	15492318	Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual	11/1/2026	10/31/2027	20	Software Update License & Support	**$ 3,034.60**
223	15598073	Oracle Human Resources - Employee Perpetual	11/1/2026	10/31/2027	25	Software Update License & Support	**$ 944.00**
224	15598073	Oracle Payroll - Employee Perpetual	11/1/2026	10/31/2027	25	Software Update License & Support	**$ 1,150.50**
225	15598073	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2026	10/31/2027	25	Software Update License & Support	**$ 442.49**
226	15598073	Oracle Advanced Benefits - Employee Perpetual	11/1/2026	10/31/2027	25	Software Update License & Support	**$ 88.50**
227	16017441	Oracle Grants - Application User Perpetual	11/1/2026	10/31/2027	2	Software Update License & Support	**$ 2,281.17**
228	16250337	Oracle Advanced Benefits - Employee Perpetual	11/1/2026	10/31/2027	100	Software Update License & Support	**$ 1,430.48**
229	16250337	Oracle Payroll - Employee Perpetual	11/1/2026	10/31/2027	400	Software Update License & Support	**$ 15,145.85**
230	16250337	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2026	10/31/2027	100	Software Update License & Support	**$ 673.14**
231	16250337	Oracle Human Resources - Employee Perpetual	11/1/2026	10/31/2027	400	Software Update License & Support	**$ 12,453.26**
232	16250802	Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual	11/1/2026	10/31/2027	40	Software Update License & Support	**$ 5,096.64**

233	16250802	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2026	10/31/2027	2	Software Update License & Support	$	13,870.94
234	16250802	Oracle Database Enterprise Edition - Named User Plus Perpetual	11/1/2026	10/31/2027	25	Software Update License & Support	$	4,323.04
235	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	125	Software Update License & Support	$	8,748.24
236	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	125	Software Update License & Support	$	37,251.04
237	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2026	10/31/2027	1	Software Update License & Support	$	7,875.18
238	16250337	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2026	10/31/2027	2	Software Update License & Support	$	9,065.78
239	16250337	Oracle Database Enterprise Edition - Named User Plus Perpetual	11/1/2026	10/31/2027	25	Software Update License & Support	$	2,309.23
240	18221780	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2026	10/31/2027	25	Software Update License & Support	$	170.13
241	18221780	Oracle Human Resources - Employee Perpetual	11/1/2026	10/31/2027	25	Software Update License & Support	$	723.01
242	18221780	Oracle Advanced Benefits - Employee Perpetual	11/1/2026	10/31/2027	25	Software Update License & Support	$	361.51
243	18221780	Oracle Payroll - Employee Perpetual	11/1/2026	10/31/2027	25	Software Update License & Support	$	956.98
						SULS SUBTOTAL	$	1,703,117.02
					Year 1	11/1/24 - 10/31/25	$	545,591.09
					Year 2	11/1/25 - 10/31/26	$	567,414.69
					Year 3	11/1/26 - 10/31/27	$	590,111.24
						SUPPORT TOTAL	**$**	**1,703,117.02**

This quotation contains data that shall not be disclosed outside of Williamson County, Texas and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose without the express written consent of Mythics, LLC unless otherwise required by law

This quotation is an estimate and is an invitation for you to offer to purchase support services from Mythics subject to the terms and conditions herein. This is not an exhaustive list, and additional terms may be identified for removal or non-application. Your order is subject to Mythics' acceptance.

- You agree that Mythics has the right to cancel your support due to non-payment.
- By confirming, referencing or placing an order based on this quote, you are agreeing that the support being purchased is for electronic delivery only and there is no transfer of tangible property. Media is available for download at no additional cost at http://edelivery.oracle.com/
- Support services are provided under Oracle's then current technical support policies located at https://www.oracle.com/support/policies.html and the valid end user agreement set forth in the contract referenced at the top of this quote
- Applicable State taxes will be added unless an exemption is provided.
- Orders are non-cancellable.
- Support is invoiced Quarterly in Arrears with Net 30 payment terms
- Option year pricing is subject to change based on Oracle pricing adjustments/surcharges.

Do you have any new projects you're working on that may require Oracle licensing? We can help!

RIGHTS IN DATA: Oracle programs, including the operating system, integrated software, any programs installed on hardware and/or documentation, delivered in accordance with the terms and conditions of the contract are "commercial computer software" pursuant to the applicable Federal Acquisition Regu ("FAR"). As such, use, duplication, disclosure, modification, and adaptation of the programs, including the operating system, integrated software, any programs installed on the hardware, and/or documentation, shall be subject to the End User Agreement, and then, to the extent applicable. the additional rights set forth in FAR 52.227-19, Commercial Computer Software (DEC 2007) wherein for the purposes of the contract "Government" shall mean the ordering activity. Issuance of an order off this quote signifies buyer agreement that no additional FAR clauses pertaining to Rights in Data apply.

WARRANTY: The warranty for the products you are purchasing is outlined in the End User Agreement that is referenced on this quote. Additional warranties are not accepted and considered to be null and void.

SECURITY/PRIVACY: No Oracle Authorized Reseller can agree to accept security or privacy clauses without the express written approval of Oracle; most public sector (State or Locality) specific clauses pertaining to security or privacy do not apply to Commercial Off The Shelf (COTS) or commercial items. End users will not transmit PII or PHI to Contractor or Oracle during the performance/delivery or use of the line items quoted herein. Customer Ordering Activity would need to execute a BAA directly with Oracle in the event PHI is transmitted or accessed. A valid PO will not contain public sector, State or Locality specific clauses pertaining to security and privacy or will otherwise state on the PO those clauses do not apply.

Non-Appropriation and Fiscal Funding: This quote is subject to the availability of funds. It is expressly understood and agreed that the Customer shall have the right to terminate this Quote at the end of the Customer's fiscal year if the governing body of the Customer does not appropriate sufficient funds as determined by the Customer's budget for the fiscal year in question. The Customer may affect such termination by giving Mythics written notice of termination at the end of its then-current fiscal year. Notwithstanding any other provision, such termination shall not constitute a default of the Quote and shall be without penalty or further obligation to Customer.

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:
2024-1221484

Date Filed:
10/01/2024

Date Acknowledged:

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

Mythics, LLC
Virginia Beach, VA 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 Purchasing Department

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.

202525
Mythics Q-SR 6877698 FY25 Oracle maint (3yr quote with annual amounts)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pegasus ME Buyer, Inc.	Virginia Beach, VA United States	X	
Smutz, Shane	Virginia Beach, VA United States	X	
Altamura, Doug	Virginia Beach, VA United States	X	
Seifert, Paul	Virginia Beach, VA United States	X	
Needleman, Scott	Virginia Beach, VA United States	X	
Hodgkiss, Kevin	Virginia Beach, VA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in City of Virginia Beach County, State of Virginia, on the 1st day of October (month), 2024 (year).

David J. Walther

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:
2024-1221484

Date Filed:
10/01/2024

Date Acknowledged:
10/04/2024

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

Mythics, LLC
Virginia Beach, VA 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 Purchasing Department

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.

202525
Mythics Q-SR 6877698 FY25 Oracle maint (3yr quote with annual amounts)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pegasus ME Buyer, Inc.,	Virginia Beach, VA United States	X	
Smutz, Shane	Virginia Beach, VA United States	X	
Altamura, Doug	Virginia Beach, VA United States	X	
Seifert, Paul	Virginia Beach, VA United States	X	
Needleman, Scott	Virginia Beach, VA United States	X	
Hodgkiss, Kevin	Virginia Beach, VA 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 **36.**

Meeting Date: 10/22/2024

Approval of Purchase for Enterprise Jury Manager from Tyler Technologies, Inc. for Information Services

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 purchase #202543 between Williamson County and Tyler Technologies Inc for Annual Support and Maintenance in the amount of $104,595.29 utilizing Sourcewell cooperative contract #090320-TTI.

Background

The approval of this purchase will benefit Williamson County Information Systems Department with the SaaS Annual Maintenance and Support - Cycle beginning 10/01/2024 through 09/30/2025. Funding source is 01.0100.0503.004505 as per FY25 Budget. Budget, Contract Audit and General Council have approved this purchase. Origination #1239. Vendor is pubically traded, 1295 form not required. The department point is Deanna Saucedo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tyler Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/16/2024 12:37 PM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:43 AM
Form Started By: Barbi Hageman		Started On: 10/11/2024 11:44 AM
Final Approval Date: 10/17/2024		

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Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies - Courts & Justice
Phone: 1-800-772-2260 Press 2, then 3
Fax: 1-866-673-3274
Email: ar@tylertech.com

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PROFORMA

Company	Order No.	Date	Page
020	[redacted]	03/11/2024	1 of 1

To: WILLIAMSON COUNTY INFORMATION SERV.
ATTN: TAMMY MCCULLEY
301 SE INNER LOOP - SUITE 105
GEORGETOWN, TX 78626
United States

Ship To: WILLIAMSON COUNTY INFORMATION SERV.
ATTN: TAMMY MCCULLEY
301 SE INNER LOOP - SUITE 105
GEORGETOWN, TX 78626
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 41563		Net 30	USD	ELEC	

No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Williamson County Sourcewell 090320-TTI					
1	Renewal: Tyler Jury Manager Saas Subscription **Cycle Start: 10/01/2024, End: 09/30/2025; Term: 12 months** :	1	EA	99,252.89	99,252.89
2	Renewal: Tyler Jury SMS Text (up to 60,000 texts) Saas Hosting **Cycle Start: 10/01/2024, End: 09/30/2025; Term: 12 months**	1	EA	5,342.40	5,342.40

Does not include any applicable taxes **Order Total:** 104,595.29

Comments: Upon acceptance please email your purchase order to PO@tylertech.com

Commissioners Court - Regular Session **37.**

Meeting Date: 10/22/2024

Approval of Agreement for Annual Maintenance for Odyssey Judicial and Jail Software with Tyler Technologies, Inc. for Information Systems Department

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 annual support and maintenance agreement #202544, for Odyssey Judicial and Jail Software with Tyler Technologies, Inc. in the amount of $513,979.12 pursuant to Sourcewell cooperative contract #090320 TTI.

Background

The Odyssey platform connects justice organizations in law enforcement, corrections, and supervision for an end-to-end criminal justice solution from dispatch through disposition. This platform has been in place with Williamson County since 2006. Support covers the period from October 1st, 2024-September 30th, 2025. Funding source is 01.0100.0503.004505 for FY25. Budget, Contract Audit and General Counsel have approved. The vendor is pubically traded, 1295 form is not required. Origination # 1236. Department point of contact is Deanna Saucedo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tyler Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/16/2024 12:32 PM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:43 AM
Form Started By: Barbi Hageman		Started On: 10/11/2024 01:17 PM
Final Approval Date: 10/17/2024		

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Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies - Courts & Justice
Phone: 1-800-772-2260 Press 2, then 3
Fax: 1-866-673-3274
Email: ar@tylertech.com

THIS IS NOT AN INVOICE
PROFORMA

Company	Order No.	Date	Page
020	[redacted]	03/28/2024	1 of 2

To: WILLIAMSON COUNTY INFORMATION SERV.
ATTN: TAMMY MCCULLEY
301 SE INNER LOOP - SUITE 105
GEORGETOWN, TX 78626
United States

Ship To: WILLIAMSON COUNTY INFORMATION SERV.
ATTN: TAMMY MCCULLEY
301 SE INNER LOOP - SUITE 105
GEORGETOWN, TX 78626
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 [redacted]		Net 30	USD	ELEC	

No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Williamson County Sourcewell 090320-TTI					
4	Renewal: Williamson County Odyssey Document Management Record on Appeal Creator Standard Maintenance and Support **Cycle Start: 10/01/2024, End: 09/30/2025; Term: 12 months**	1	EA	4,206.90	4,206.90
5	Renewal: Williamson County Odyssey Integration Toolkits: Jail Manager Libraries Standard Maintenance and Support **Cycle Start: 10/01/2024, End: 09/30/2025; Term: 12 months**	1	EA	16,179.81	16,179.81
6	Renewal: Williamson County Odyssey Jail / Law Enforcement Software Standard Maintenance and Support **Cycle Start: 10/01/2024, End: 09/30/2025; Term: 12 months**	1	EA	101,124.18	101,124.18
7	Renewal: Odyssey SessionsWorks Judge Edition - Standard Annual Maintenance **Cycle Start: 10/01/2024, End: 09/30/2025; Term: 12 months**	1	EA	18,656.59	18,656.59
8	Renewal: Electronic Signatures + Merged to Tiff Annual Maintenance **Cycle Start: 10/01/2024, End: 09/30/2025; Term: 12 months**	1	EA	8,625.33	8,625.33
9	Renewal: Integration Toolkits - Case Manager Libraries Standard Annual Maintenance **Cycle Start: 10/01/2024, End: 09/30/2025; Term: 12 months**	1	EA	5,582.73	5,582.73
10	Renewal: Odyssey Continuous Improvement Program (CIP) Annual Agreement **Cycle Start: 10/01/2024, End: 09/30/2025; Term: 12 months**	1	EA	47,576.24	47,576.24
11	Renewal: Inmate Fingerprint Biometrics - Standard Annual Maintenance **Cycle Start: 10/01/2024, End: 09/30/2025; Term: 12 months**	1	EA	3,315.31	3,315.31
1	Renewal:	1	EA	24,270.46	24,270.46

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Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies - Courts & Justice
Phone: 1-800-772-2260 Press 2, then 3
Fax: 1-866-673-3274
Email: ar@tylertech.com

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PROFORMA

Company	Order No.	Date	Page
020	[redacted]	03/28/2024	2 of 2

No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
	Williamson County Odyssey Check Manager Software Standard Maintenance and Support **Cycle Start: 10/01/2024, End: 09/30/2025; Term: 12 months** :				
2	Renewal: Williamson County Odyssey Case Manager Enterprise Software Standard Maintenance and Support **Cycle Start: 10/01/2024, End: 09/30/2025; Term: 12 months**	1	EA	283,147.47	283,147.47
3	Renewal: Williamson County Odyssey Document Management e-Signatures + merged to TIFF Standard Maintenance and Support **Cycle Start: 10/01/2024, End: 09/30/2025; Term: 12 months**	1	EA	1,294.10	1,294.10

Does not include any applicable taxes **Order Total:** 513,979.12

Comments: Upon acceptance please email your purchase order to PO@tylertech.com

Commissioners Court - Regular Session **38.**

Meeting Date: 10/22/2024

Approval of Amendment No. 1 for the Wilco Justice Center building Automation System MAU with TD Industries, Inc. for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action approving an amendment #1 for TD Industries, Inc. extending the contract time and expiration of the contract from two hundred thirty-eight (238) calendar days to three hundred ninety-one (391) calendar days after receipt of the Notice to Proceed commencement date, and authorizing the execution of the amendment.

Background

Due to unexpected delays with the equipment order, the lead time is going to extend past the two hundred thirty-eight (238) calendar days, and the expiration date to three hundred ninety-one (391) calendar days. The original Service Contract was approved March 5, 2024, under Buy Board Coop # 720-23. The Funding Source is 01.0100.1008.004509. This is a rollover project from FY 2024. Point of contact is Christy Matoska, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment #1

Contract

Form 1295 TDI

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/17/2024 08:45 AM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:48 AM
Form Started By: Theresa Gross		Started On: 10/14/2024 08:53 AM
Final Approval Date: 10/17/2024		

Docusign Envelope ID: 34B70A40-27BE-40B3-A94F-FBFA2B38E421

AMENDMENT NO. 1
TO
CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – BuyBoard – Contract #720-23)

PROJECT: **CJC North MAU Replacement** ("Project")

GENERAL CONTRACTOR: **TD Industries, Inc.** ("GC")
Billy Teston, Director, Service Operations
13200 Center Lake Drive
Austin, TX 78753

ARCHITECT & ENGINEER: **K&W Engineering Solutions** ("A/E")
Amber Kurkowski, Co-Owner
650 Shell Stone Trail
Georgetown, TX 78628

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AMENDMENT NO. 1 to **Contract for Construction** ("Amendment No. 1") is by and between **Williamson County, Texas**, ("County") and GC.

R E C I T A L S

WHEREAS, County and GC previously executed that certain **Contract for Construction** ("Contract") being dated effective **March 5th, 2024**, wherein GC agreed to perform complete construction services in connection with the Project;

WHEREAS, pursuant to the terms of the Contract, the Contract may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **Contract Time** under **Article 3** of the Agreement**;** and,

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

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NOW, THEREFORE, premises considered, County and GC agree that the Contract is supplemented, modified and amended as follows:

I. Amendment to Article 3 – Contract Time

Article 3.1 – Contract Time shall be amended and supplanted by the following:

County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion within **three hundred ninety-one (391) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

II. Terms of Agreement Control and Extent of Amendment No. #1

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

III. IN WITNESS WHEREOF, County and GC have executed this Amendment No. #1, in duplicate, to be effective as of the date of the last party's execution below.

GC:	**COUNTY**:
TD Industries, Inc.	Williamson County, Texas
By: _____	By: DocuSigned by: Bret Smart 3E379B87BABD421...
Signature	
_____	Bret Smart
Printed Name	Printed Name
_____	Vice President
Title	Title
Date Signed: _____	Date Signed: 10/11/2024

DocuSign Envelope ID: DB83B125-D923-4E1E-BDF4-FB70F3680D10

CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – BuyBoard – Contract Number #720-23)

PROJECT: **CJC North MAU Replacement** ("Project")

GENERAL CONTRACTOR: **TD Industries, Inc.** ("GC")
Billy Teston, Director, Service Operations
13200 Center Lake Drive
Austin, TX 78753

ARCHITECT & ENGINEER: **K&W Engineering Solutions** ("A/E")
Amber Kurkowski, Co-Owner
650 Shell Stone Trail
Georgetown, TX 78628

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Management**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

R E C I T A L S

WHEREAS, County desires to retain a GC for the **CJC North MAU Replacement, which consists of replacement of two (2) existing make up air handling units in the Williamson County Justice Center** (hereinafter called the "Project");

WHEREAS, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

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ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 RELATIONSHIP OF THE PARTIES

GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

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2.3 GENERAL CONDITIONS

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **two hundred thirty-eight (238) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 LIQUIDATED DAMAGES

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

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3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1
In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

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4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Two Hundred Eighty-Two Thousand Five Hundred Thirty-Seven Dollars ($282,537)**.

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Owner's Contingency.
County and GC acknowledge the Work has become necessary due to **aging conditions of the MAU's coupled with the limited time constraints of fiscal year funding** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Twenty-Eight Thousand Two Hundred Fifty-Three Dollars ($ 28,253.00)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

5.3.1
Owner's Contingency is controlled solely by County.

5.3.2
Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

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5.3.3
Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

5.3.4
For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Paragraph 5.1** above, plus the Owner's Contingency (set out in **Paragraph 5.3** above), shall serve as the original Contract price.

5.4 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.4.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.4.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent,

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approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this Contract is as follows:

TD Industries, Inc.
Billy Teston, Director, Service Operations
13200 Center Lake Drive
Austin, TX 78753

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

ARTICLE 7
NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court

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401 W. 6th Street
Georgetown, Texas 78626

GC: TD Industries, Inc.
13200 Center Lake Drive, Ste. 20
Austin, TX 78753

Attention: Billy Teston
Director, Service Operations

Either party may designate a different address by giving the other party **ten (10) days** written notice.

ARTICLE 8
DISPUTE RESOLUTION

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

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

9.4 ASSIGNMENT
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 OTHER PROVISIONS

9.5.1
GC represents and warrants the following to County (in addition to any other

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representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Cooperative Purchasing – BuyBoard – Contract Number #720-23
3. Exhibit A – Construction / Design Documents
4. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
5. Exhibit C – Williamson County Vendor Reimbursement Policy
6. Exhibit D – Williamson County Uniform General Conditions

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10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC;
5. The Construction / Design Documents; and
6. Cooperative Purchasing – BuyBoard – Contract Number #720-23

ARTICLE 11
SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
TD Industries, Inc.

DocuSigned by:
By: Lauren Turner
E2A9C004F7804D1...
Signature

Lauren Turner
Printed Name

Executive Vice President
Title

Date Signed: 2/14/2024

COUNTY:
Williamson County, Texas

By: Bill Gravell
Bill Gravell (Mar 5, 2024 13:03 CST)
Signature

Bill Gravell
Printed Name

County Judge
Title

Date Signed: Mar 5, 2024

DS
BT

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EXHIBIT A

CONSTRUCTION / DESIGN DOCUMENTS

Attach documents below:

Replace two (2) existing Trane Make up Air Handlers with like for like replacement.

CSAA
Quantity: 1
Tags: RTU_1

Job Name: Williamson County Justice Center (AHU Repl)

Trane Performance Climate Changer Air Handler

Unit Overview - RTU_1

Application	Unit Size	External Dimensions Height	Width	Length	Weight Installed	Rigging
Outdoor unit	CSAA021	59.0 in	80.0 in	187.0 in	4170 lb	3578 lb

Quantity of Shipping Sections	Largest Ship Split Height	Width	Length	Heaviest Ship Split	Elevation
1 piece(s)	59.0 in	80.0 in	186.9 in	3740 lb	0.00 ft

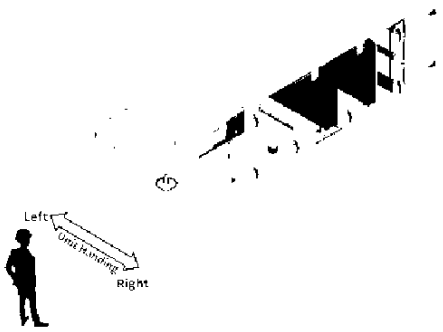
Supply Fan

Airflow 9370 cfm **Total Static Pressure** 4.357 in H2O

Note: Height includes air handler sloped roof panel and standing seam.

Construction Features

Panel	2in. foam injected R-13 with thermal break
Panel Material	All unit inner panels - galvanized
Integral Base Frame	6in. integral base frame
Paint	Deluxe beige
Short Circuit Current Rating	5 kA
Agency Approval	UL listed unit
Roof Curb Type	Standard roof curb



Unit Electrical

Circuit	Voltage/Phase/Frequency	FLA	MCA	Max Fuse Size
Circuit number 1 Supply fan motor(s)	460/3/60	14.00 A	17.50	30.00
Circuit number 2 Lights + switch	115/1/60	2.61 A	3.26	15.00

Unit Controls

Controller Type No controller

Warranty

Warranty section Extd. warranty
Labor - 1st year 1st year labor warranty

Air mixing section - Position: 1

Openings

Face	Path	Type	Airflow	Face Velocity	Area	Pressure Drop	Hood
Back	Outside	Parallel blade damper	9370 cfm	1084 ft/min	8.64 sq ft	0.219 in H2O	Yes

Filter

Type	Frame	MERV Rating	Quantity	Size
Pleated media - MERV 8	2"	MERV 8	12.00	16in.x25in.
Pressure Drop	**Condition**	**Face Velocity**	**Airflow**	**Area**
1.000	Dirty	281 ft/min	9370 cfm	33.33 sq ft

Section Options

Door Location Both
Marine Light Marine LED light

Access/blank/turning section - Position: 2

Options

Section Length 10.000 in

Heating coil section - Position: 3

Coil Construction

Model	Hot water - 1/2" Unit Optimized, Low Water Flow (UA)
Rows	2
Tube Diameter	1/2in. tube diameter (12.7 mm)
Coil Connection	Standard
Tube Matl/Wall Thickness	.016" (0.406 mm) copper tubes
Fin Spacing	105 Per Foot
Fin Material	Aluminum fins
Fin Type	Delta flo E (energy efficient)
Face Area	20.81 sq ft
Coil (top/single) H x L	43 in. (1092 mm) X 69" (1753 mm) finned length
Casing	Galvanized
Turbulators	Yes
Rigging Weight	97.7 lb
Installed Weight	114.3 lb

Coil Section Options

Extended Drain and Vent	Holes only
Drain Pan Size	Small
Door Location	Right
Marine Light	YES

Coil Performance

Capacity

Total	421.71 MBh

Air

Flow	9370 cfm
Entering Dry Bulb	24.00 F
Leaving Dry Bulb	65.50 F
Pressure Drop	0.150 in H2O
Face Velocity	450 ft/min

Fluid

Flow	28.09 gpm
Entering	180.00 F
Leaving	150.00 F
Pressure Drop	4.50 ft fluid
Tube Velocity	2.83 ft/s
Reynolds Number	28694.20
Type	Water
Concentration	100.00 %
Fouling Factor	0.00025 hr-sq ft-deg F/Btu
Volume	1.99 gal

AHRI 410 Classification

AHRI 410 Classification	AHRI ACHC Certified
Data Generation Date	5/2/2023
Trane Select Assist update number	2700

Note: Certified in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.



Cooling coil section - Position: 4

Coil Construction

Model	Chilled water - 5/8" Shipping Coil, General (W)
Rows	6
Tube Diameter	5/8in. tube diameter (15.875 mm)
Coil Connection	Standard
Tube Matl/Wall Thickness	.020" (0.508 mm) copper tubes
Fin Spacing	120 Per Foot
Fin Material	Aluminum fins
Fin Type	Prima flo H (Hi efficient)
Face Area	19.83 sq ft
Coil (top/single) H x L	42 in. (1067 mm) X 68" (1727 mm) finned length
Casing	Stainless steel
Turbulators	Not Included
Rigging Weight	439.1 lb
Installed Weight	584.3 lb

Coil Section Options

Extended Drain and Vent	Holes only
Drain Pan	Stainless steel
Drain Pan Size	Extended medium
Drain Connection	Left
Minimum Trap Height (L)	7.418 in
H Trap Dimension	4.279 in
J Trap Dimension	2.139 in
Door Location	Right
Marine Light	YES

Coil Performance

Capacity

Total	742.73 MBh
Sensible	360.83 MBh

Air

Flow	9370 cfm
Entering Dry Bulb	89.00 F
Entering Wet Bulb	77.00 F
Leaving Dry Bulb	54.45 F
Leaving Wet Bulb	54.31 F
Pressure Drop	0.704 in H2O
Face Velocity	472 ft/min

Fluid

Flow	148.01 gpm
Entering	44.00 F
Leaving	54.00 F
Pressure Drop	16.03 ft fluid
Tube Velocity	5.84 ft/s
Reynolds Number	20935.65
Type	Water
Concentration	100.00 %
Fouling Factor	0.00000 hr-sq ft-deg F/Btu
Volume	17.35 gal

AHRI 410 Classification

AHRI 410 Classification	AHRI ACHC Certified
Data Generation Date	5/2/2023
Trane Select Assist update number	2700

Note: Certified in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Heating coil section - Position: 3

Coil Construction

Model	Hot water - 1/2" Unit Optimized, Low Water Flow (UA)
Rows	2
Tube Diameter	1/2in. tube diameter (12.7 mm)
Coil Connection	Standard
Tube Matl/Wall Thickness	.016" (0.406 mm) copper tubes
Fin Spacing	105 Per Foot
Fin Material	Aluminum fins
Fin Type	Delta flo E (energy efficient)
Face Area	20.81 sq ft
Coil (top/single) H x L	43 in. (1092 mm) X 69" (1753 mm) finned length
Casing	Galvanized
Turbulators	Yes
Rigging Weight	97.7 lb
Installed Weight	114.3 lb

Coil Section Options

Extended Drain and Vent	Holes only
Drain Pan Size	Small
Door Location	Right
Marine Light	YES

Coil Performance

Capacity

Total	421.71 MBh

Air

Flow	9370 cfm
Entering Dry Bulb	24.00 F
Leaving Dry Bulb	65.50 F
Pressure Drop	0.150 in H2O
Face Velocity	450 ft/min

Fluid

Flow	28.09 gpm
Entering	180.00 F
Leaving	150.00 F
Pressure Drop	4.50 ft fluid
Tube Velocity	2.83 ft/s
Reynolds Number	28694.20
Type	Water
Concentration	100.00 %
Fouling Factor	0.00025 hr-sq ft-deg F/Btu
Volume	1.99 gal

AHRI 410 Classification

AHRI 410 Classification	AHRI ACHC Certified
Data Generation Date	5/2/2023
Trane Select Assist update number	2700

Note: Certified in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.



Cooling coil section - Position: 4

Coil Construction

Model	Chilled water - 5/8" Shipping Coil, General (W)
Rows	6
Tube Diameter	5/8in. tube diameter (15.875 mm)
Coil Connection	Standard
Tube Matl/Wall Thickness	.020" (0.508 mm) copper tubes
Fin Spacing	120 Per Foot
Fin Material	Aluminum fins
Fin Type	Prima flo H (Hi efficient)
Face Area	19.83 sq ft
Coil (top/single) H x L	42 in. (1067 mm) X 68" (1727 mm) finned length
Casing	Stainless steel
Turbulators	Not Included
Rigging Weight	439.1 lb
Installed Weight	584.3 lb

Coil Section Options

Extended Drain and Vent	Holes only
Drain Pan	Stainless steel
Drain Pan Size	Extended medium
Drain Connection	Left
Minimum Trap Height (L)	7.418 in
H Trap Dimension	4.279 in
J Trap Dimension	2.139 in
Door Location	Right
Marine Light	YES

Coil Performance

Capacity

Total	742.73 MBh
Sensible	360.83 MBh

Air

Flow	9370 cfm
Entering Dry Bulb	89.00 F
Entering Wet Bulb	77.00 F
Leaving Dry Bulb	54.45 F
Leaving Wet Bulb	54.31 F
Pressure Drop	0.704 in H2O
Face Velocity	472 ft/min

Fluid

Flow	148.01 gpm
Entering	44.00 F
Leaving	54.00 F
Pressure Drop	16.03 ft fluid
Tube Velocity	5.84 ft/s
Reynolds Number	20935.65
Type	Water
Concentration	100.00 %
Fouling Factor	0.00000 hr-sq ft-deg F/Btu
Volume	17.35 gal

AHRI 410 Classification

AHRI 410 Classification	AHRI ACHC Certified
Data Generation Date	5/2/2023
Trane Select Assist update number	2700

Note: Certified in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Supply fan section - Position: 5

Fan Data

Wheel Diameter/Type/Class	24.5in. dd plenum, 80% width, H press
Fan Quantity	1
Discharge Location	Front top
Motor Location	Left side drive
Blades	Higher eff.(some bands lower,more spike)
Drive Service Factor	Direct drive
Fan K-factor	3285.00

Fan Performance

Airflow	9370 cfm
Total Static Pressure	4.357 in H2O
Total Brake Power	9.890 hp
Operating Speed	1898 rpm
AMCA FEG	FEG85
Bare fan peak total efficiency	76.70 %
Unit Static Efficiency	65.08 %

Motor Interface Options

Selection Type	VFD
Voltage	460/3
Mounting Location	Internal mounting
Motor Wire In Conduit	Motor wiring conduit
VFD Frequency	64.00 Hz

Motor Data

Power / Fan	10 hp
Voltage	460/3
Speed	1800
Class	NEMA premium compliant ODP
Efficiency	91.92 %
Part Load Efficiency	89.03 %
Fan electrical power (FEP)	8.37 kW
FEI	1.30
AHRI VFD HP	10.000 hp
Wire to air static efficiency	57.25 %

Note: VFD driven motor fan electrical power calculated in accordance with AHRI 430.

Note: Certified airflow performance per AHRI 430

Fan Section Options

Fan Wheel Balance	Inverter balance with shaft grounding
Door Location	Both
Door Guard	Yes
Marine Light	Marine LED light

Fan Discharge Options

Face	Type	Airflow	Face Velocity	Area	Pressure Drop	Exhaust Hood	Damper Torque Requirement
Front Face Feature		9370 cfm	384 ft/min	24.41 sq ft	0.023 in H2O	N/A	N/A

Note: Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430/431. AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Pressure Drop in (in w.g.)

Supply fan	
Air mixing section	1.42
Coil section	0.15
Coil section	0.70
Fan section	0.02
Controls section	0.06
Internal Static Pressure	**2.36**
External Static Pressure	**2.00**
Total Static Pressure	**4.36**

Starter/VFD only section - Position: 6

Supply Fan Motor Interface Door Left

Face	Path	Type	Openings Airflow	Face Velocity	Area	Pressure Drop
Bottom Face Feature	Supply	Rectangular	9370 cfm	1333 ft/min	7.03 sq ft	0.055 in H2O

Supply fan section - Position: 5

Fan Data

Wheel Diameter/Type/Class	24.5in. dd plenum, 80% width, H press
Fan Quantity	1
Discharge Location	Front top
Motor Location	Left side drive
Blades	Higher eff.(some bands lower,more spike)
Drive Service Factor	Direct drive
Fan K-factor	3285.00

Fan Performance

Airflow	9370 cfm
Total Static Pressure	4.357 in H2O
Total Brake Power	9.890 hp
Operating Speed	1898 rpm
AMCA FEG	FEG85
Bare fan peak total efficiency	76.70 %
Unit Static Efficiency	65.08 %

Motor Interface Options

Selection Type	VFD
Voltage	460/3
Mounting Location	Internal mounting
Motor Wire In Conduit	Motor wiring conduit
VFD Frequency	64.00 Hz

Motor Data

Power / Fan	10 hp
Voltage	460/3
Speed	1800
Class	NEMA premium compliant ODP
Efficiency	91.92 %
Part Load Efficiency	89.03 %
Fan electrical power (FEP)	8.37 kW
FEI	1.30
AHRI VFD HP	10.000 hp
Wire to air static efficiency	57.25 %

Note: VFD driven motor fan electrical power calculated in accordance with AHRI 430.

Note: Certified airflow performance per AHRI 430

Fan Section Options

Fan Wheel Balance	Inverter balance with shaft grounding
Door Location	Both
Door Guard	Yes
Marine Light	Marine LED light

Fan Discharge Options

Face	Type	Airflow	Face Velocity	Area	Pressure Drop	Exhaust Hood	Damper Torque Requirement
Front Face Feature		9370 cfm	384 ft/min	24.41 sq ft	0.023 in H2O	N/A	N/A

Note: Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430/431. AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Pressure Drop in (in w.g.)

Supply fan	
Air mixing section	1.42
Coil section	0.15
Coil section	0.70
Fan section	0.02
Controls section	0.06
Internal Static Pressure	**2.36**
External Static Pressure	**2.00**
Total Static Pressure	**4.36**

Starter/VFD only section - Position: 6

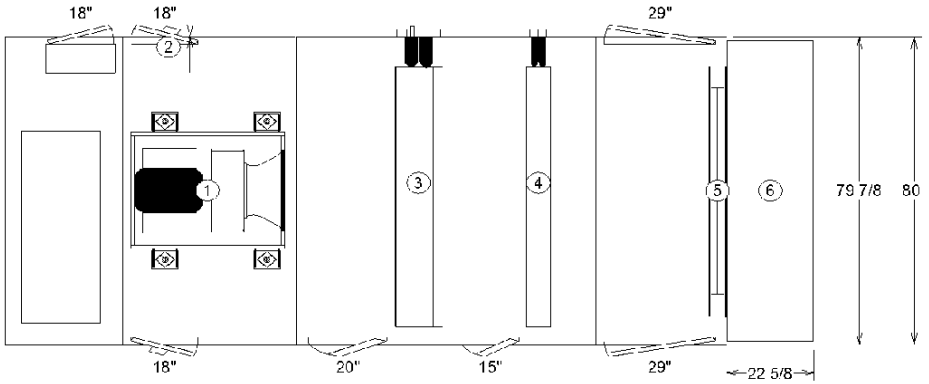
Supply Fan Motor Interface Door Left

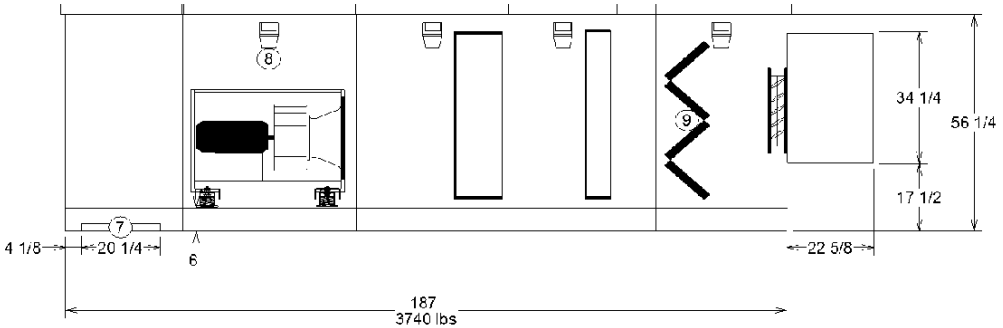
Face	Path	Type	Openings Airflow	Face Velocity	Area	Pressure Drop
Bottom Face Feature	Supply	Rectangular	9370 cfm	1333 ft/min	7.03 sq ft	0.055 in H2O

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CSAA
Quantity: 1
Tags: RTU_1

Job Name: Williamson County Justice Center (AHU Repl)





1 Plenum fan - 24.5in. cd plenum, 80% width, H press Supply fan 10 hp 460/3
2 Light switch and/or receptacle LH
3 Cooling coil - 6 Rows Coil type 5/8" Shipping Coil, General (W)
4 Heating coil - 2 Rows Coil type 1/2" Un t Optimized, Low Water Flow (UA)
5 Damper back-parallel blade 22.75 x 66
6 Hood back
7 Opening bottom 50 x 20.25
8 Marine light
9 Angled f lters -

Doors
16 w dth x 46 he ght
20 w dth x 46 he ght
15 w dth x 46 he ght
29 w dth x 46 he ght

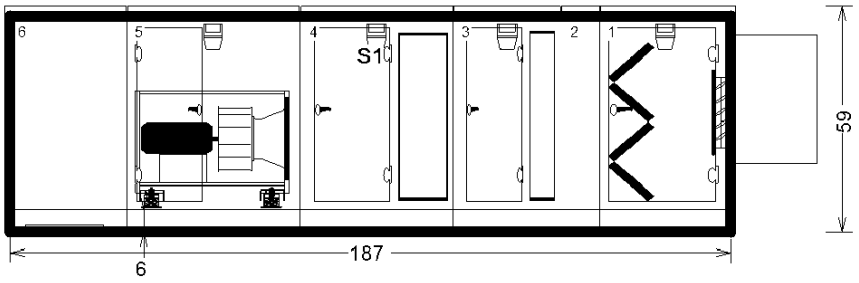
For maneuvering purposes, include 1.125 inches to each ship split length for overlapping panel flange. Flange will not add to overall installed unit length shown.

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 9370	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_1
Paint: Deluxe beige		Rigging weight: 3578.4 / Installed weight: 4170.3

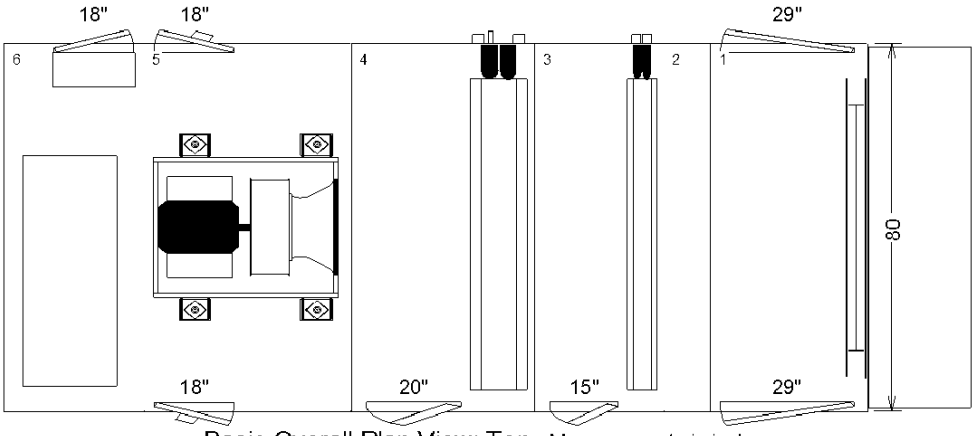
TRANE
Performance Climate Changer
Air Handlers

Shipping splits are indicated by thick black lines



For maneuvering purposes, include 1.125 inches to each ship split length for overlapping panel flange. Flange will not add to overall installed unit length sh

Pos #	Module	Length	Weight
1	Air mixing section	34	564.18
2	Access section	10	118.11
3	Coil section	28	387.24
4	Coil section	39 5/8	976.36
5	Fan section	44 7/8	1242.14
6	Controls section	30 1/4	452.08
	Roof Curb		430.21
	Installed Unit Weight		4170.32 lbs

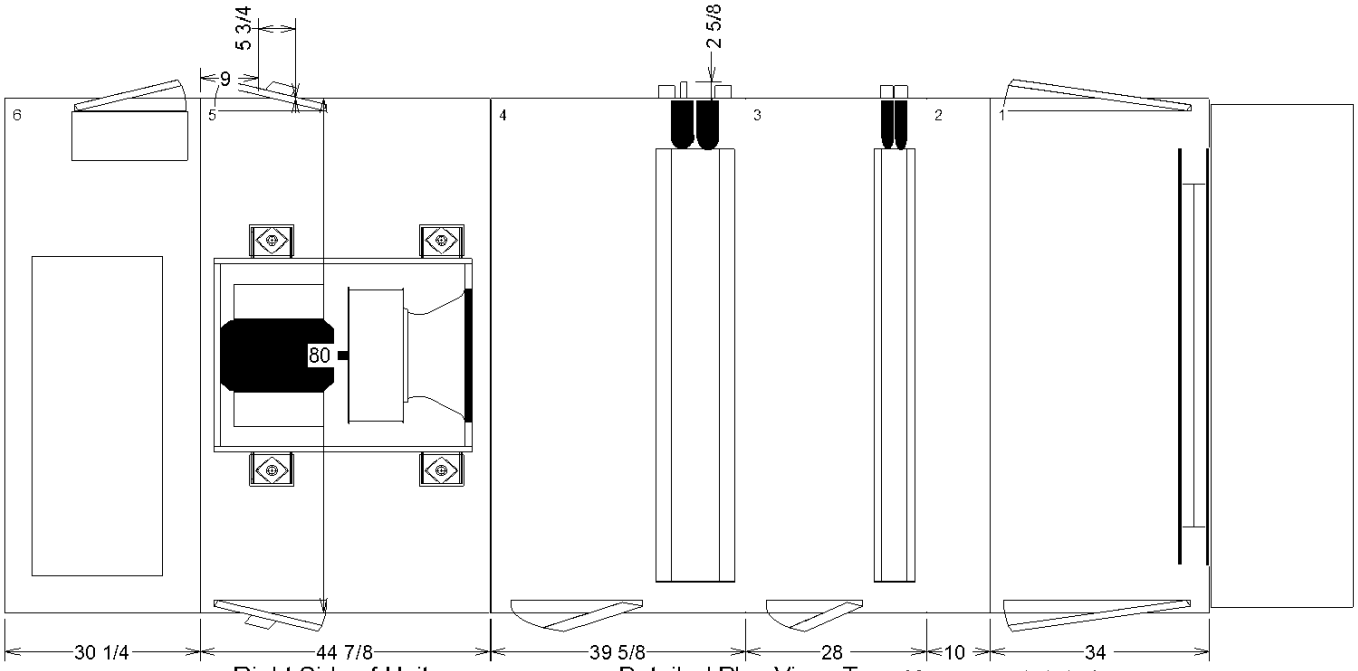


Basic Overall Plan View: Top - Measurements in inches

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

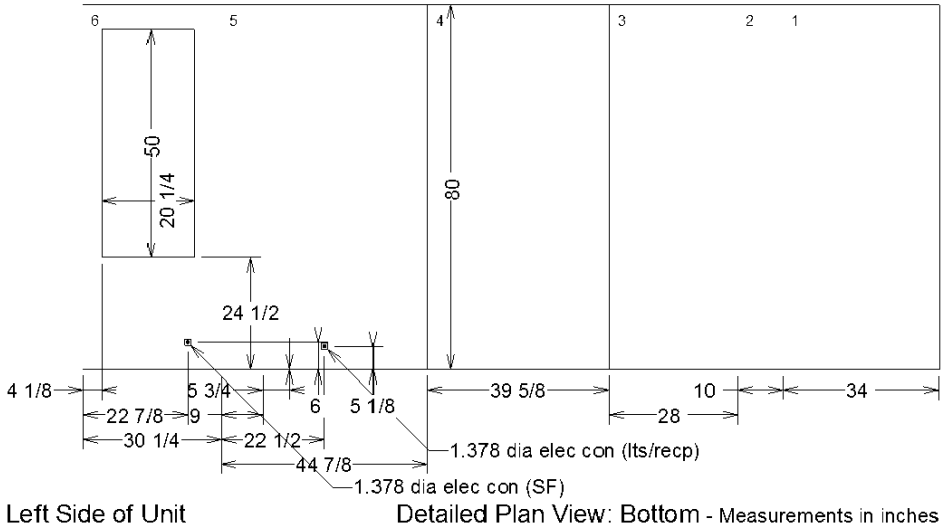
Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 9370	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_1
Paint: Deluxe beige		Rigging weight: 3578.4 / Installed weight: 4170.3

TRANE
Performance Climate Changer Air Handlers



Right Side of Unit

Detailed Plan View: Top - Measurements in inches



Left Side of Unit

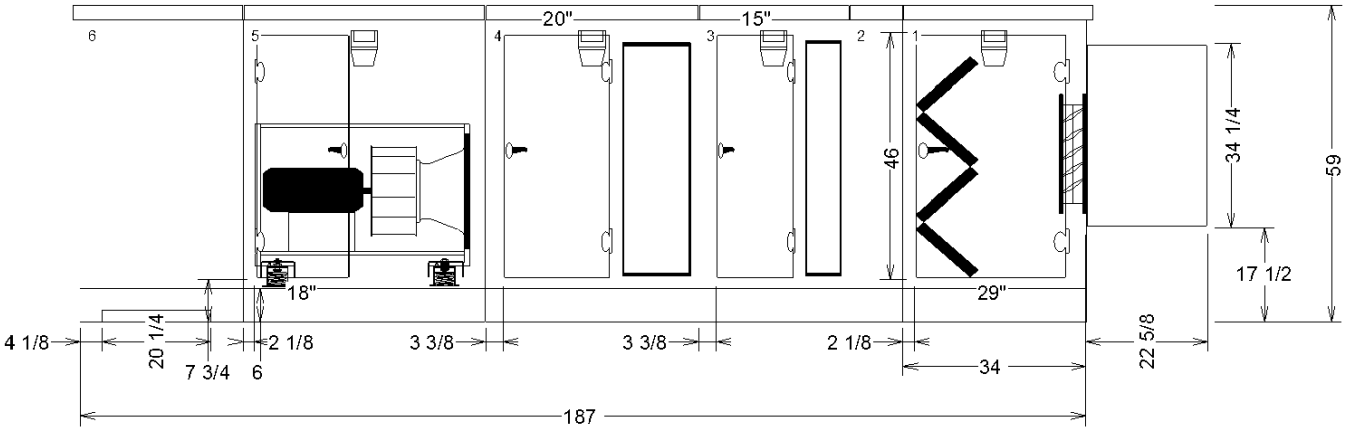
Detailed Plan View: Bottom - Measurements in inches

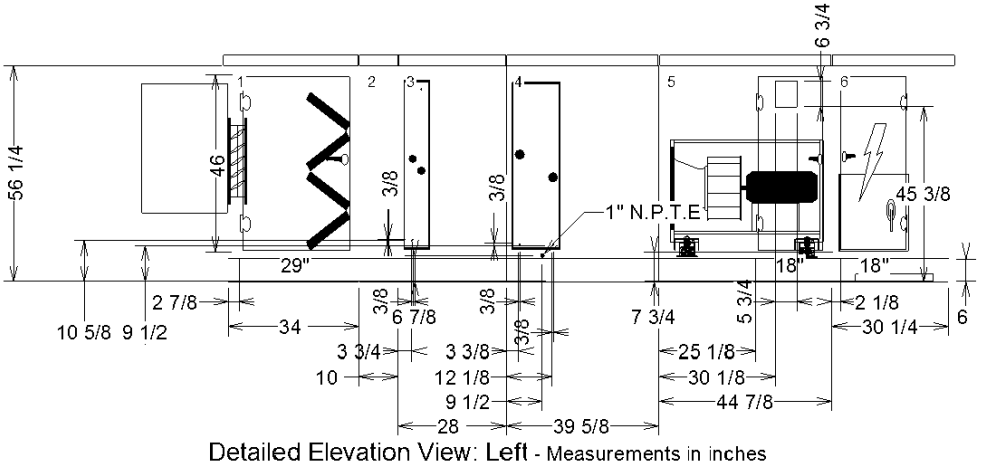
****Placement of electrical conduit may vary by a tolerance of 8" in any direction.**

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 9370	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_1
Paint: Deluxe beige		Rigging weight: 3578.4 / Installed weight: 4170.3

TRANE
Performance Climate Changer Air Handlers



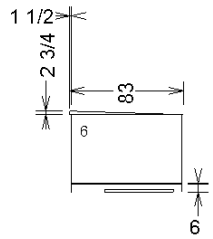


Detailed Elevation View: Left - Measurements in inches

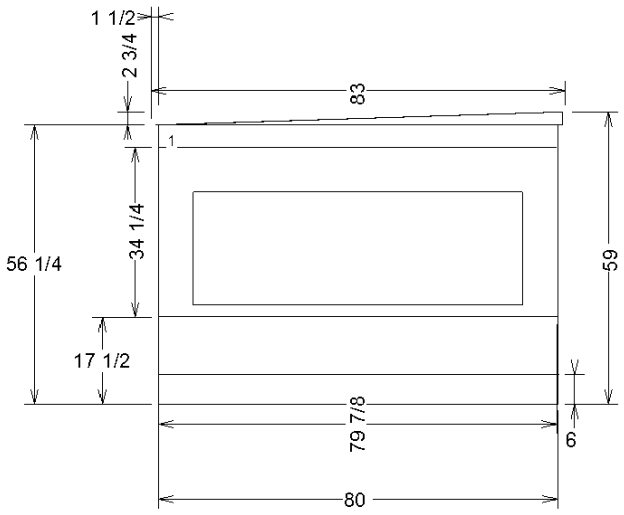
OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 9370	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_1
Paint: Deluxe beige		Rigging weight: 3578.4 / Installed weight: 4170.3

TRANE
Performance Climate Changer Air Handlers



Detailed Elevation View: Front - Measurements in inches

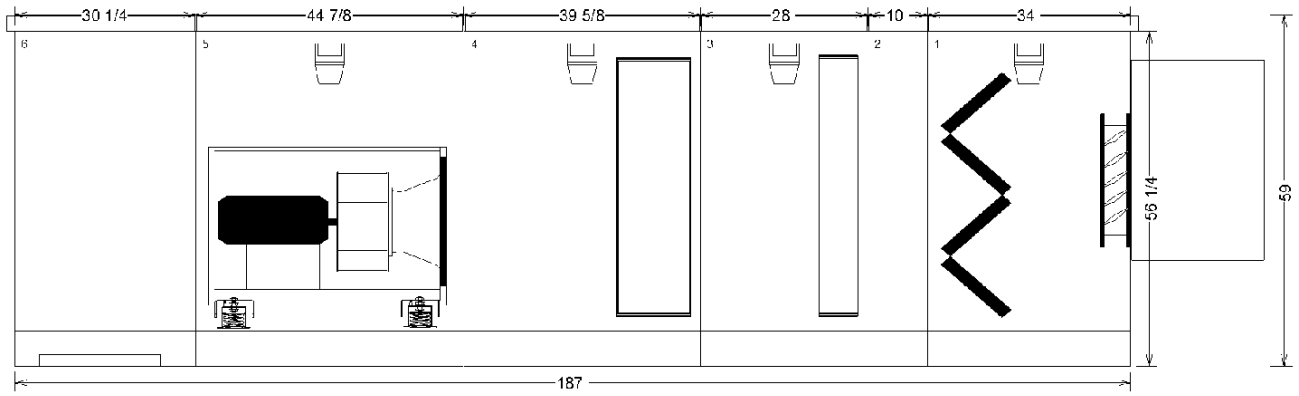


Detailed Elevation View: Back - Measurements in inches

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 9370	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_1
Paint: Deluxe beige		Rigging weight: 3578.4 / Installed weight: 4170.3

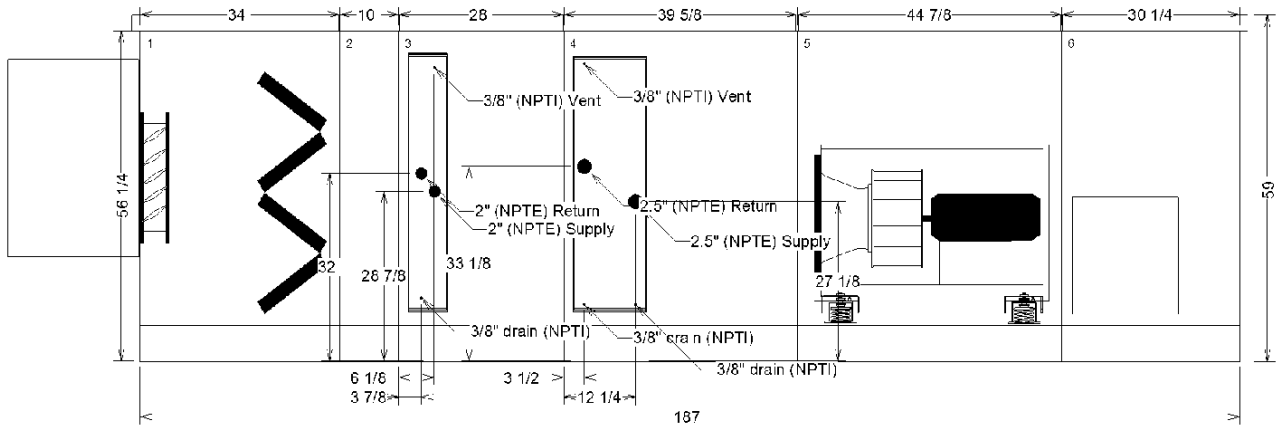
TRANE
Performance Climate Changer Air Handlers



NPTI : National Pipe Thread Internal Connection
NPTE : National Pipe Thread External Connection

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam	TRANE Performance Climate Changer Air Handlers
Product group: Outdoor unit	Actual airflow: 9370	Proposal Number:	
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_1	
Paint: Deluxe beige		Rigging weight: 3578.4 / Installed weight: 4170.3	



Coil connection view: Left - Measurements in inches

NPTI : National Pipe Thread Internal Connection
NPTE : National Pipe Thread External Connection

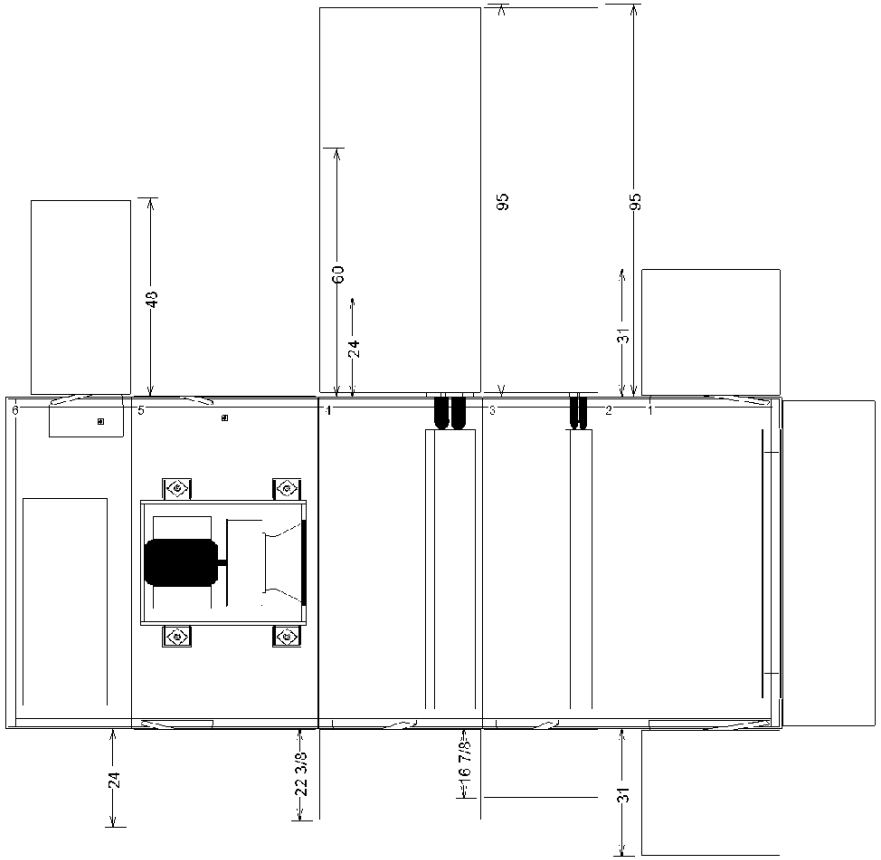
OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 9370	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_1
Paint: Deluxe beige		Rigging weight: 3578.4 / Installed weight: 4170.3

TRANE
Performance Climate Changer
Air Handlers

CSAA
Quantity: 1
Tags: RTU_1

Job Name: Williamson County Justice Center (AHU Repl)

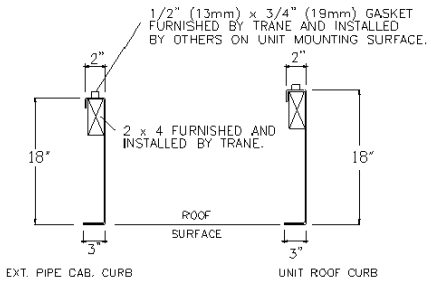


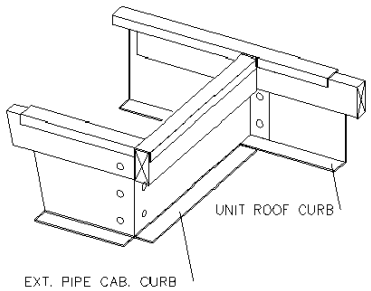
Basic Service Clearance - Plan - Measurements in inches

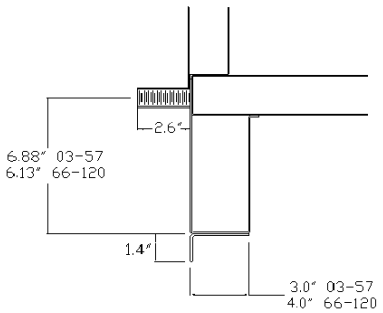
OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 9370	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_1
Paint: Deluxe beige		Rigging weight: 3578.4 / Installed weight: 4170.3

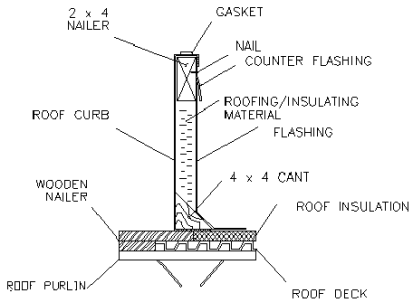
TRANE
Performance Climate Changer
Air Handlers



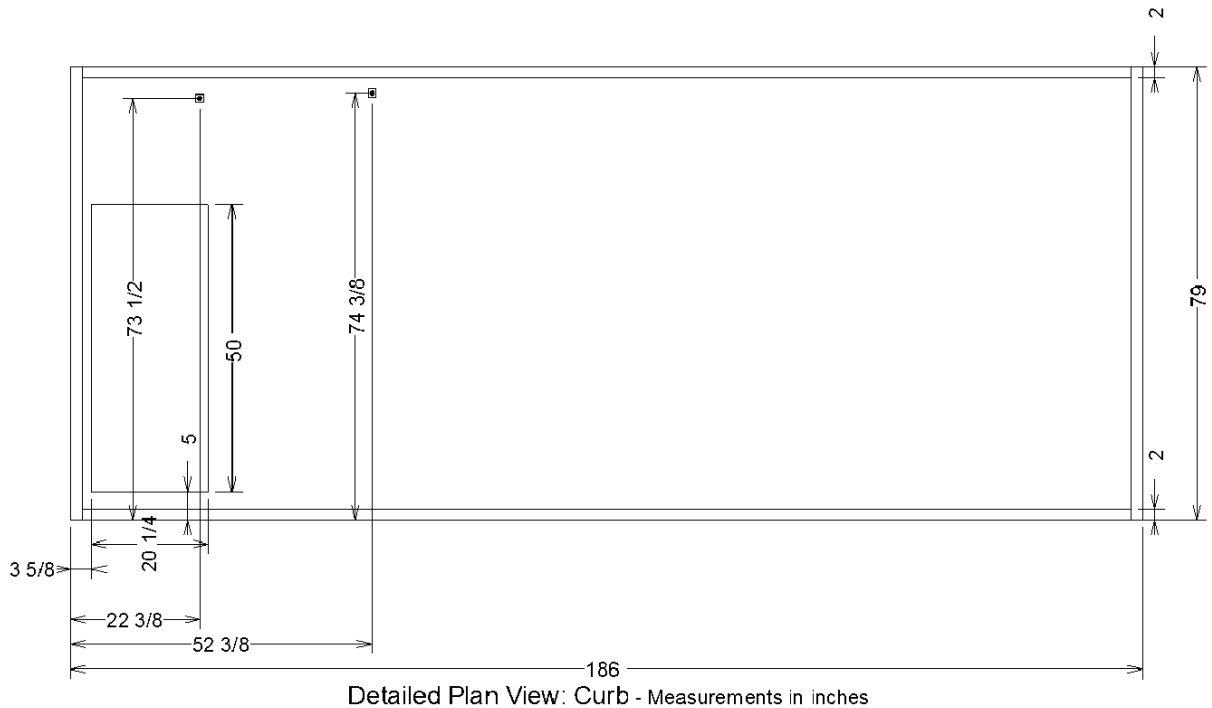




DRAIN CONNECTION



NOTE:
MATERIALS TO ATTACH ROOF CURB TO ROOF ARE TO BE SUPPLIED BY THE INSTALLER.



Detailed Plan View: Curb - Measurements in inches

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

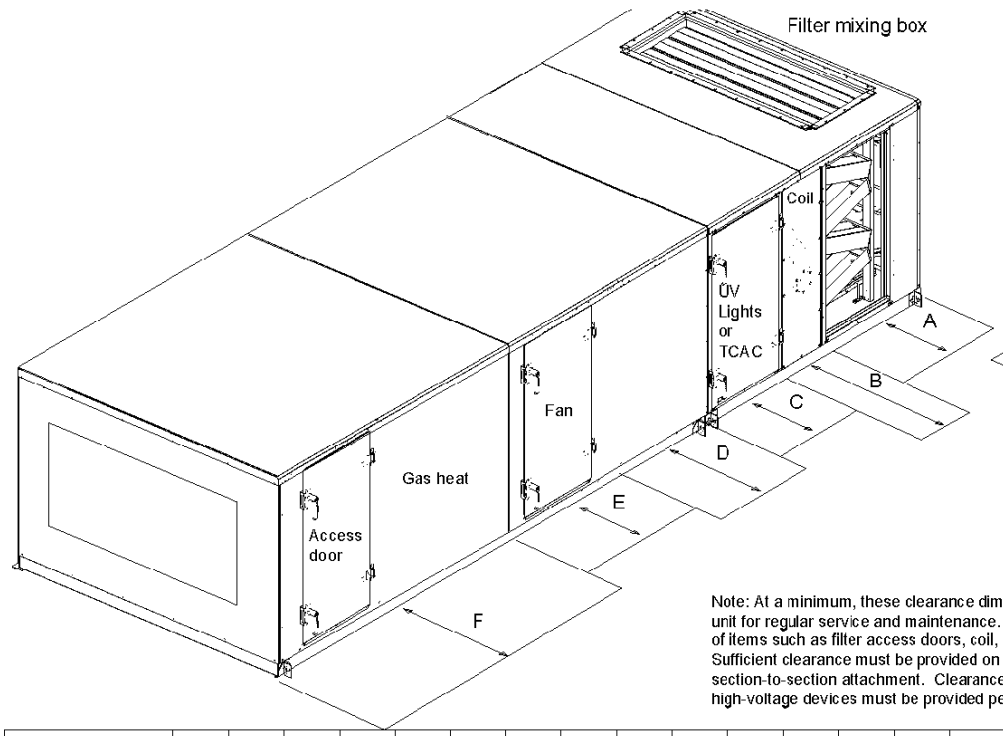
Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 9370	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_1
Paint: Deluxe beige		Rigging weight: 3578.4 / Installed weight: 4170.3

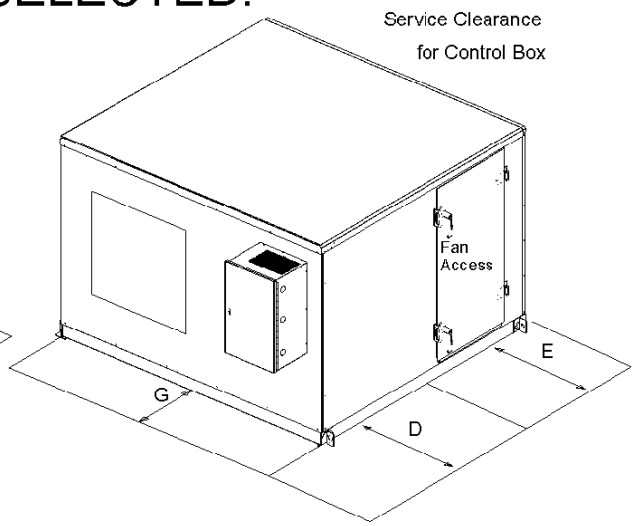
TRANE
Performance Climate Changer Air Handlers

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Quantity: 1
Tags: RTU_1

EXAMPLE UNIT - NOT CONFIGURED AS SELECTED.





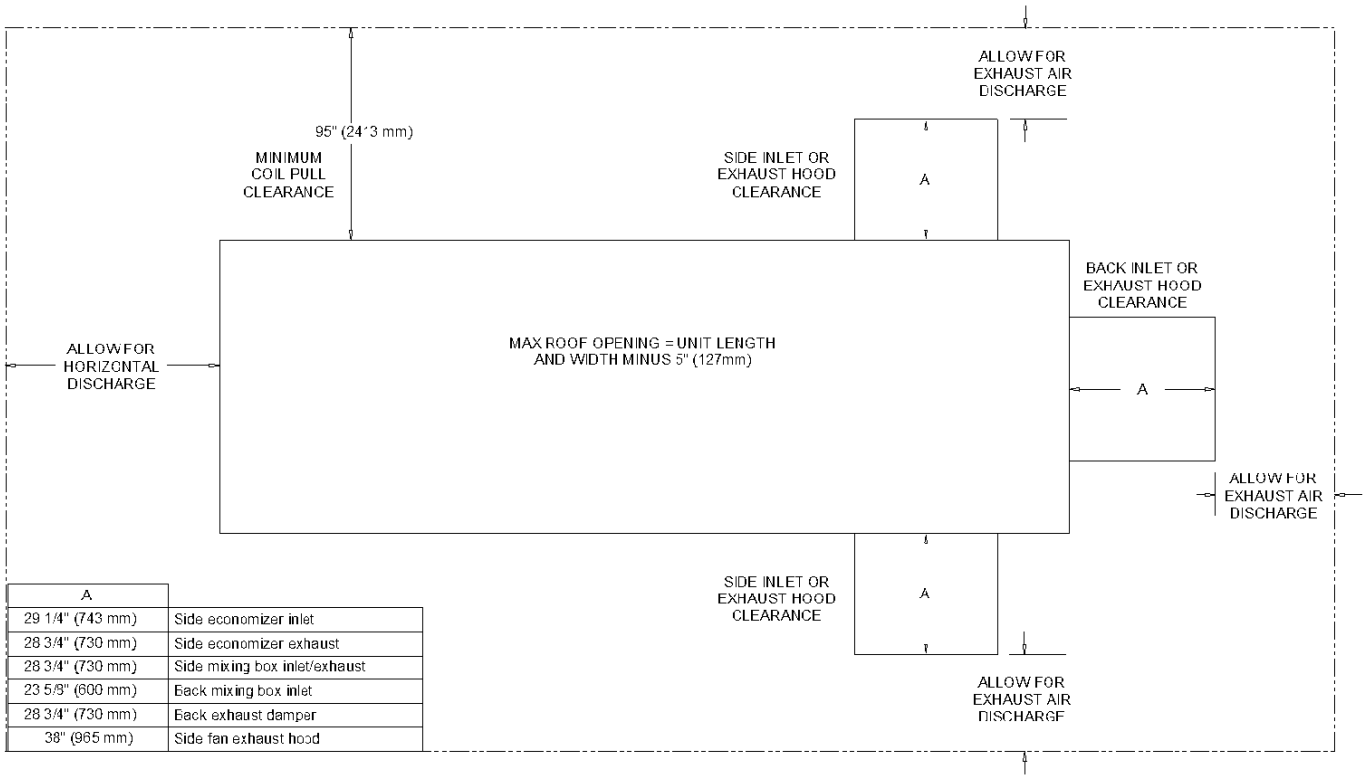
Note: At a minimum, these clearance dimensions are recommended on one side of the unit for regular service and maintenance. Refer to as-built submittal for locations of items such as filter access doors, coil, piping connections, motor locations, etc. Sufficient clearance must be provided on all sides of unit for removal of panels or section-to-section attachment. Clearance for starters, VFDs, or other high-voltage devices must be provided per NEC requirements.

Component	3	4	6	8	10	12	14	17	21	25	30	35	40	50	57	66	80	100	120
A (filter)	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	52	56	58	58
B (coil, humidifier)	48	59	59	66	77	82	87	87	95	95	109	115	128	141	141	156	156	170	197
B (staggered coil)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	67	67	76	80	88	96	96	105	105	113	129
C (UV Lights)	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	52	56	58	58
C (TCAC)	43	59	59	63	75	81	83	83	58	58	83	75	83	83	83	83	83	75	83
D (External Starter, VFD, LV box or Overload box)	61	61	61	61	61	61	61	61	64	64	64	64	64	64	64	64	64	64	64
D (Internal Starter or VFD)	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48
E (fan)	48	48	48	48	51	54	58	61	60	66	66	66	70	77	77	93	93	101	101
F (Gas Heat Ext Vestible)	N/A	N/A	89	90	108	100	100	105	115	115	118	136	140	156	156	170	179	180	N/A
F (Gas Heat Int Vestible)	N/A	N/A	56	63	74	79	84	84	92	92	106	112	125	138	138	153	153	167	194

Component	All Sizes
G (Side mount LV box)	36
G (Front mount LV box)	13

CSAA
Quantity: 1
Tags: RTU_1

Job Name: Williamson County Justice Center (AHU Repl)



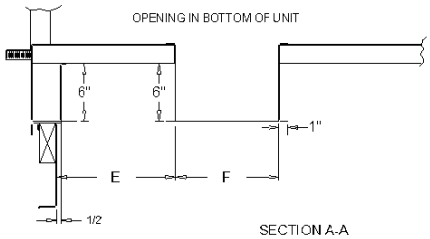
A	
29 1/4" (743 mm)	Side economizer inlet
28 3/4" (730 mm)	Side economizer exhaust
28 3/4" (730 mm)	Side mixing box inlet/exhaust
23 5/8" (600 mm)	Back mixing box inlet
28 3/4" (730 mm)	Back exhaust damper
38" (965 mm)	Side fan exhaust hood

CSAA
Quantity: 1
Tags: RTU_1

Job Name: Williamson County Justice Center (AHU Repl)

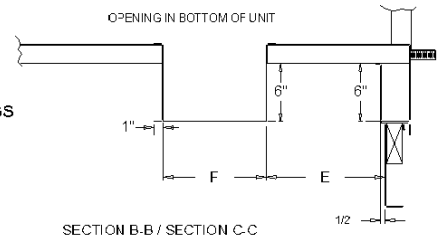
RELATIONSHIP OF CURB TO UNIT AS-BUILT

RECTANGULAR OPENINGS



SECTION A-A

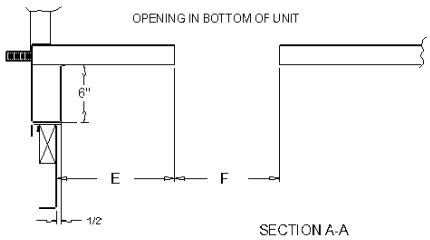
SUPPLY FAN OR DISCHARGE PLENUM (SEE NOTE 1)



SECTION B-B / SECTION C-C

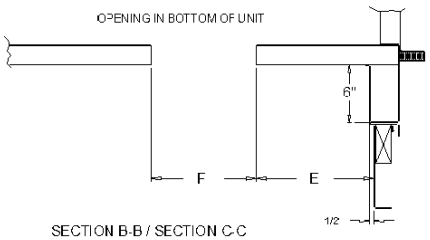
MIX BOX, RETURN FAN OR EXHAUST FAN SECTION (SEE NOTE 1)

ROUND OPENINGS



SECTION A-A

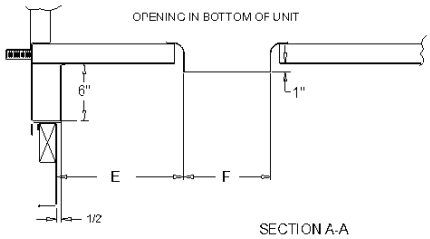
SUPPLY FAN OR DISCHARGE PLENUM (SEE NOTE 1)



SECTION B-B / SECTION C-C

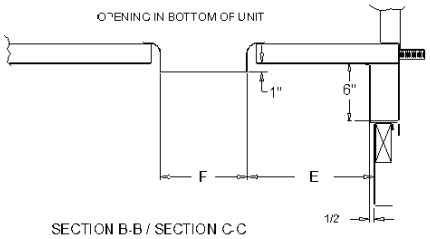
MIX BOX, RETURN FAN OR EXHAUST FAN SECTION (SEE NOTE 1)

BELLMOUTH OPENINGS



SECTION A-A

SUPPLY FAN OR DISCHARGE PLENUM (SEE NOTE 1)

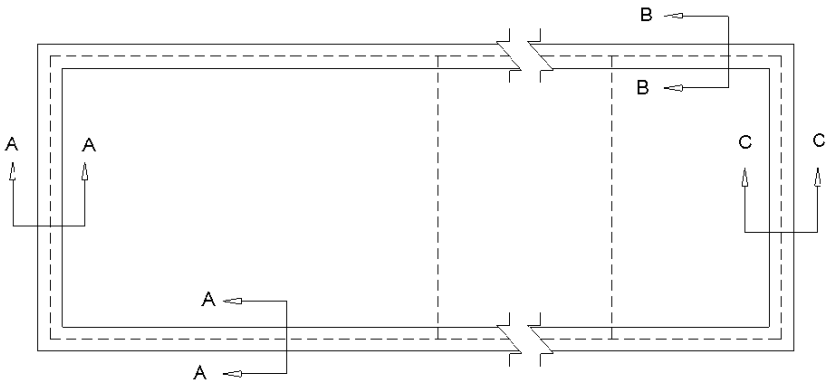


SECTION B-B / SECTION C-C

MIX BOX, RETURN FAN OR EXHAUST FAN SECTION (SEE NOTE 1)

NOTE:

1. E and F are representative of dimensions on the accessory as-built used to locate opening(s) in the roof surface.



CSAA
Quantity: 1
Tags: RTU_1

Job Name: Williamson County Justice Center (AHU Repl)

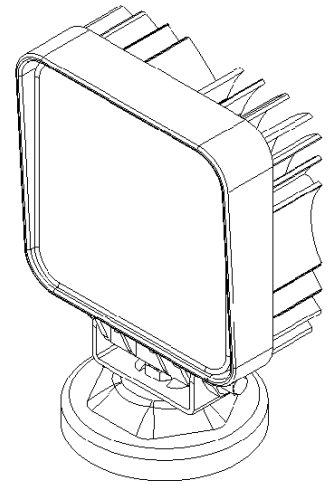
Base Detail

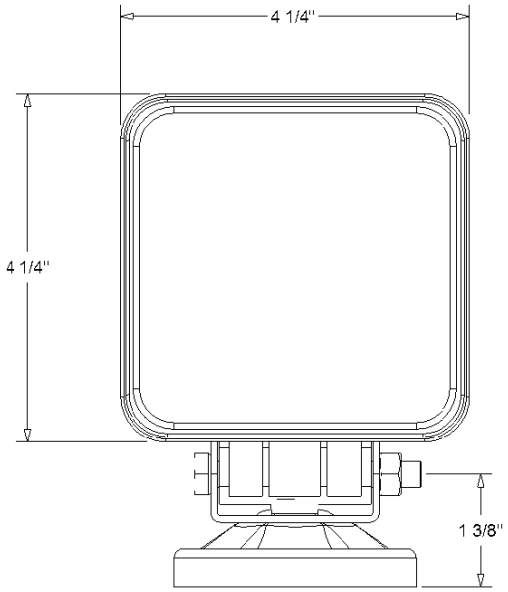


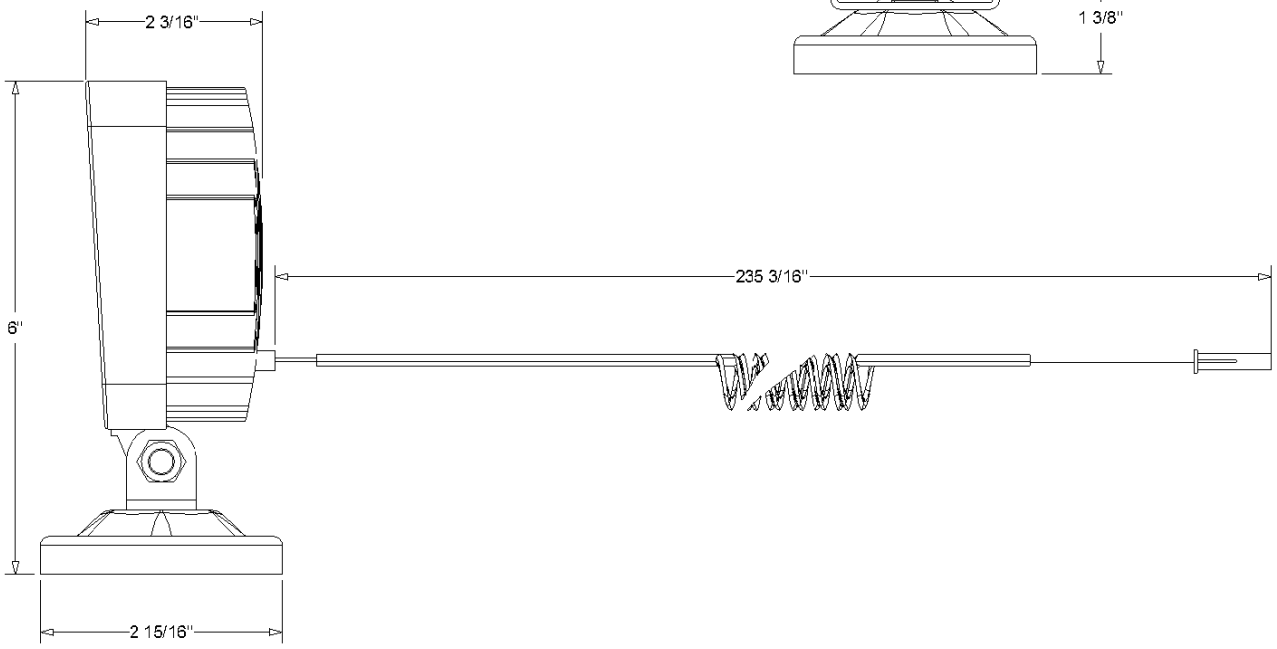
Marine LED Light

SPECIFICATIONS:

VOLTAGE: 24VAC +33 % -25 %
POWER CONSUMPTION: 19VA
WIRE: 16 GA RED AND BLACK
LIFE: 25,000 HRS
TEMPERATURE RANGE: -40C TO 40C
CONNECTION: AC SUPPLY
ENVIRONMENTAL PROTECTION: WATER/DUST INTRUSTION
IP RATING: IP65
MAGNETIC FLUX DENSITY: 1200 GAUSS ±100

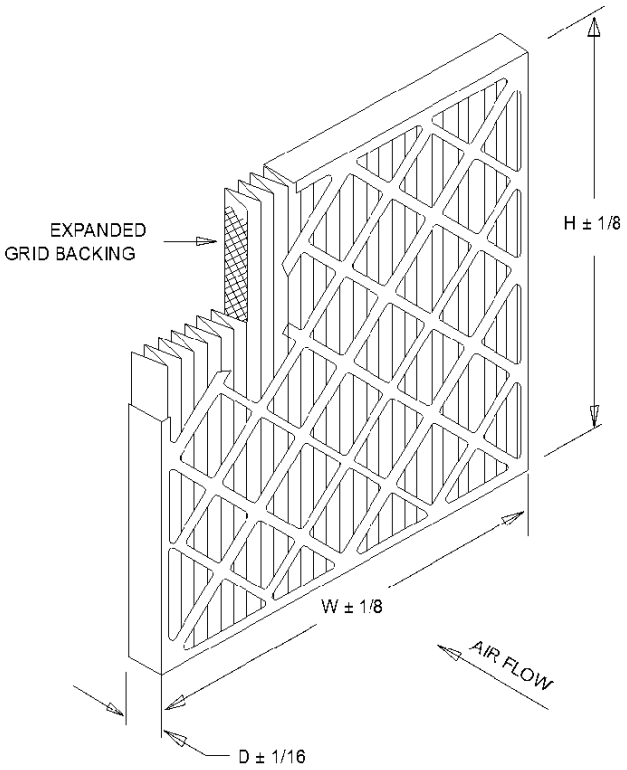






CSAA
Quantity: 1
Tags: RTU_1

Job Name: Williamson County Justice Center (AHU Repl)



STANDARD CONSTRUCTION
1. 100 % Synthetic White Un-Dyed Media
2. 10.0 Pleats Per Foot
3. Expanded Metal Pleat Supports
4. Moisture Resistant Beverage Board Frame
5. Double Wall Frame

NOTES
1. MERV 8-A Per ASHRAE 52.2-2007 Appendix J.
2. Final Resistance: 1/0" W.G.
3. Rated Velocity: 500 FPM
4. Class 2 Filter Per U.L. Standard 900
5. Maximum Operating Temperature: 225 DEG. F

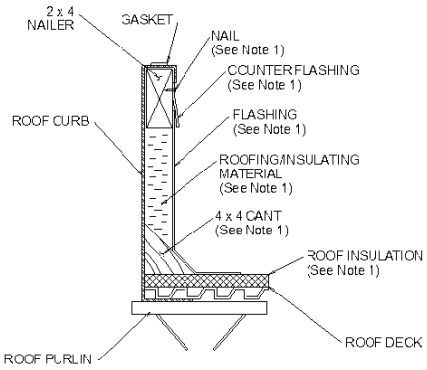
MODEL NUMBER	NOMINAL SIZE IN. W X H X D	ACTUAL SIZE IN. W X H X D	RATED AIR FLOW CFM	INITIAL RESISTANCE IN. W.G.	MEDIA AREA SQ. FT.
MX40-STD2-217	10 X 20 X 2	9-1/2 X 19-1/2 X 1-3/4	700	0.29	4.7
MX40-STD2-220	12 X 20 X 2	11-1/2 X 19-1/2 X 1-3/4	840	0.29	5.5
MX40-STD2-210	12 X 24 X 2	11-3/8 X 23-3/8 X 1-3/4	1000	0.29	6.2
MX40-STD2-239	14 X 20 X 2	13-1/2 X 19-1/2 X 1-3/4	980	0.29	5.7
MX40-2TD2-241	14 X 25 X 2	13-1/2 X 24-1/2 X 1-3/4	1220	0.29	7.1
MX40-STD2-245	15 X 20 X 2	14-1/2 X 19-1/2 X 1-3/4	1050	0.29	6.2
MX40-STD2-201	16 X 20 X 2	15-1/2 X 19-1/2 X 1-3/4	1120	0.29	6.7
MX40-STD2-216	16 X 24 X 2	15-3/8 X 23-3/8 X 1-3/4	1340	0.29	8.0
MX40-STD2-202	16 X 24 X 2	15-1/2 X 24-1/2 X 1-3/4	1400	0.29	8.0
MX40-STD2-280	15 X 20 X 2	17-1/2 X 19-1/2 X 1-3/4	1250	0.29	7.8
MX40-STD2-212	18 X 24 X 2	17-3/8 X 23-3/8 X 1-3/4	1500	0.29	9.3
MX40-STD2-285	18 X 25 X 2	17-1/2 X 24-1/2 X 1-3/4	1570	0.29	9.7
MX40-STD2-203	20 X 20 X 2	19-1/2 X 19-1/2 X 1-3/4	1400	0.29	8.3
MX40-STD2-211	20 X 24 X 2	19-3/8 X 23-3/8 X 1-3/4	1670	0.29	9.9
MX40-STD2-204	20 X 25 X 2	19-1/2 X 24-1/2 X 1-3/4	1750	0.29	10.3
MX40-STD2-205	24 X 24 X 2	23-3/8 X 23-3/8 X 1-3/4	2000	0.29	11.7
MX40-STD2-225	25 X 25 X 2	24-1/2 X 24-1/2 X 1-3/4	2170	0.29	13.6

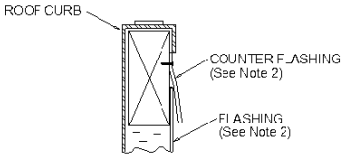
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Tags: RTU_1

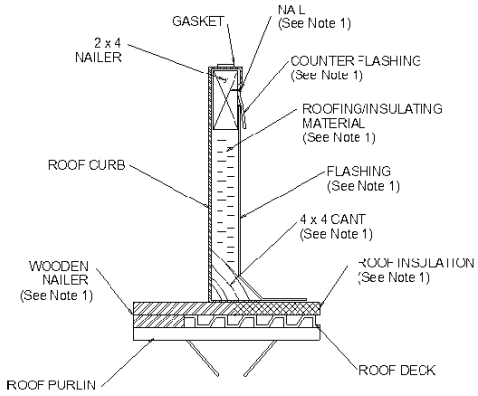
Job Name: Williamson County Justice Center (AHU Repl)

Recommendation for Roof Curb Installation

Refer to Performance IOM for specific installation instructions





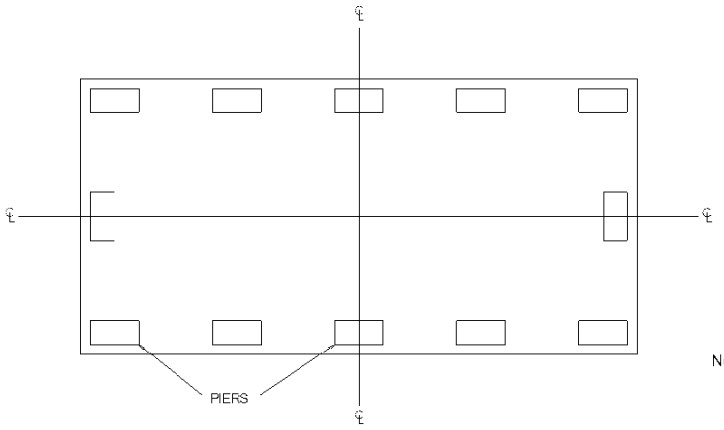


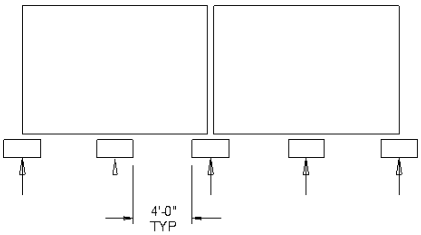
Note:

1. Materials to attach roof curb to roof are to be supplied by the installer.
2. Flashing or counter flashing should not come to or over top of curb.
3. Roof curb must be mechanically fastened to roof surface.

Recommendation for Pier Mounting

Refer to Performance IOM for specific installation instructions





Note:

1. Pier supports should be inside 3" (3 - 50) or 4" (57 - 120) flat of unit base. Unit cannot be supported by unit base drip leg.
2. Piers beneath shipping splits must be structurally sound to support the weight of the unit.

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Job Name: Williamson County Justice Center (AHU Repl)

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Quantity: 1
Tags: RTU_1

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Product Version: 1

SUPPLY FAN 1 SCHEMATIC PAGE 1 OF 2

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NOTES:

1. DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. PHANTOM LINES INDICATE CONTROL OPTION. REF. CONTROL PANEL SCHEMATIC FOR SPECIFIC DETAIL.
2. ALL FIELD WIR NG MUST BE IN ACC ORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), STATE AND LOCAL REQUIREMENTS. OTHER COUNTRIES APPLICABLE NATIONAL AND/OR LOCAL REQUIREMENTS SHALL APPLY. FIELD CONDUC TORS SHALL HAVE INSULATION RAI INGNO T LESS THAN 600V COPPER CONDUCTORS ONLY.
3. THE MINIMUM CIRCUIT AMPACITY, THE MAXIMUM FUSE SIZE AND DISCONNECT SIZE ARE CALCULATED BASED ON THE INVERTER INPUT LINE CURRENTS PER ARTICLE 430-2 OF THE NATIONAL ELECTRICAL CODE.

4 PROGRAM TERM NAL 18 AS RUN.

5 PROGRAM TERM NAL 27 INV COASTING STOP.

6 CLOSES TO RUN AUTO MODE OR BYPASS AUTO FCR OPTION VFD OR STARTER.

9 REMOVE JUMPER AND INSTALL FIELD SAFETY INTERLOCK.

CAUTION

USE COPPER CONDUCTORS ONLY!

UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT OTHER TYPES OF CONDUCTORS.

FAILURE TO DO SO MAY CAUSE DAMAGE TO THE EQUIPMENT.

ATTENTION

N'UTILISER QUE DES CONDUCTEURS EN CUIVRE!

LES BORNES DE L'UNITÉ NE SONT PAS CONÇUES POUR RECEVOIR D'AUTRES TYPES DE CONDUCTEURS.

L'UTILISATION DE TOUT AUTRE CONDUCTEUR PEUT ENDOMMAGER L'ÉQUIPEMENT.

PRECAUCIÓN

¡UTILICE ÚNICAMENTE CONDUCTORES DE COBRE!

LAS TERMINALES DE LA UNIDAD NO ESTÁN DISEÑADAS PARA ACEPTAR OTROS TIPOS DE CONDUCTORES.

SI NO LO HACE, PUEDE OCASIONAR DAÑO AL EQUIPO.

⚠ WARNING

HAZARDOUS VOLTAGE!

DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK OUT AND TAG PROCEDURES BEFORE SERVICING. INSURE THAT ALL MOTOR CAPACITORS HAVE DISCHARGED STORED VOLTAGE. UNITS WITH VARIABLE SPEED DRIVE, REFER TO DRIVE INSTRUCTIONS FOR CAPACITOR DISCHARGE.

FAILURE TO DO THE ABOVE BEFORE SERVICING COULD RESULT IN DEATH OR SERIOUS INJURY.

⚠ AVERTISSEMENT

TENSION DANGEREUSE!

COUPER TOUTES LES TENSIONS ET OUVRIR LES SECTIONNEURS À DISTANCE, PUIS SUIVRE LES PROCÉDURES DE VERROUILLAGE ET DES ÉTIQUETTES AVANT TOUTE INTERVENTION. VÉRIFIER QUE TOUS LES CONDENSATEURS DES MOTEURS SONT DÉCHARGÉS. DANS LE CAS D'UNITÉS COMPORTANT DES ENTRAÎNEMENTS À VITESSE VARIABLE, SE REPORTER AUX INSTRUCTIONS DE L'ENTRAÎNEMENT POUR DÉCHARGER LES CONDENSATEURS.

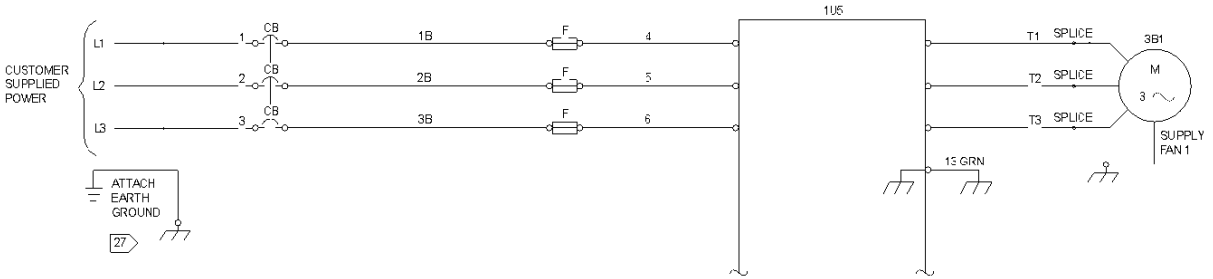
NE PAS RESPECTER CES MESURES DE PRÉCAUTION PEUT ENTRAÎNER DES BLESSURES GRAVES POUVANT ÊTRE MORTELLES.

⚠ ADVERTENCIA

¡VOLTAJE PELIGROSO!

DESCONECTE TODA LA ENERGÍA ELÉCTRICA, INCLUSO LAS DESCONEXIONES REMOTAS Y SIGA LOS PROCEDIMIENTOS DE CIERRE Y ETIQUETADO ANTES DE PROCEDER AL SERVICIO. ASEGÚRESE DE QUE TODOS LOS CAPACITORES DEL MOTOR HAYAN DESCARGADO EL VOLTAJE ALMACENADO. PARA LAS UNIDADES CON EJE DE DIRECCIÓN DE VELOCIDAD VARIABLE, CONSULTE LAS INSTRUCCIONES PARA LA DESCARGA DEL CONDENSADOR.

EL NO REALIZAR LO ANTERIORMENTE INDICADO, PODRÍA OCASIONAR LA MUERTE O SERIAS LESIONES PERSONALES.



SEE PAGE 2

VFD FUSES				
FUSE	VOLTAGE	PANEL HP (MAX)	P/N	CLASS
1F40 1F41 1F42	200/230	0.5-2	LP-CC-10	CC
		3	LP-CC-15	CC
		5	LP-CC-25	CC
		7.5-10	JJN-50	T
		15	JJN-80	T
		20-25	JJN-100	T
		30-40	JJN-150	T
		50	JJN-200	T
	460	0.5-2	LP-CC-10	CC
		3-5	LP-CC-15	CC
		7.5-10	LP-CC-25	CC
		15-20	JJS-50	T
		25-30	JJS-80	T
		40	JJS-100	T
		50-60	JJS-125	T
		75-100	JJS-200	T
	575	3-10	LP-CC-20	CC
		15-20	LP-CC-30	CC
		25-40	JJS-80	T
		50-75	JJS-125	T
		100-125	JJS-200	T

10 FIELD SUPPLIED CONTACTS.

27 ATTACH GROUND OR EQUIPMENT GROUND.

DEVICE PREFIX LOCATION CODE	
AREA	LOCATION
1	HIGH VOLTAGE PANEL
2	LOW VOLTAGE PANEL (UNIT SCHEMATIC)
3	AIR HANDLER SECTION

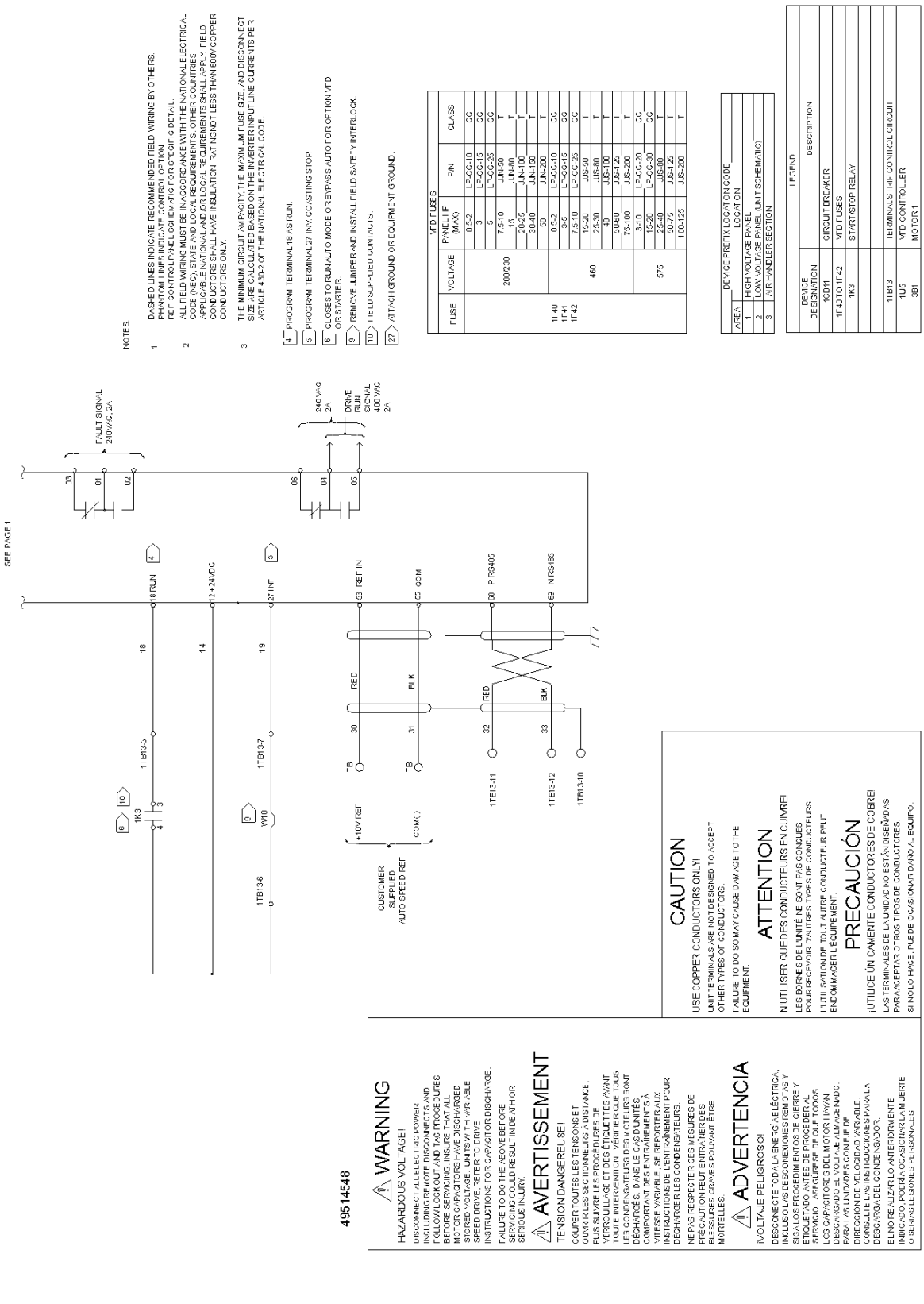
LEGEND	
DEVICE DESIGNATION	DESCRIPTION
1CB11	CIRCUIT BREAKER
1F40 TO 1F42	VFD FUSES
1K3	START/STOP RELAY
1TB13	TERMINAL STRIP CONTROL CIRCUIT
1U5	VFD CONTROLLER
3B1	MOTOR 1

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Tags: RTU_1

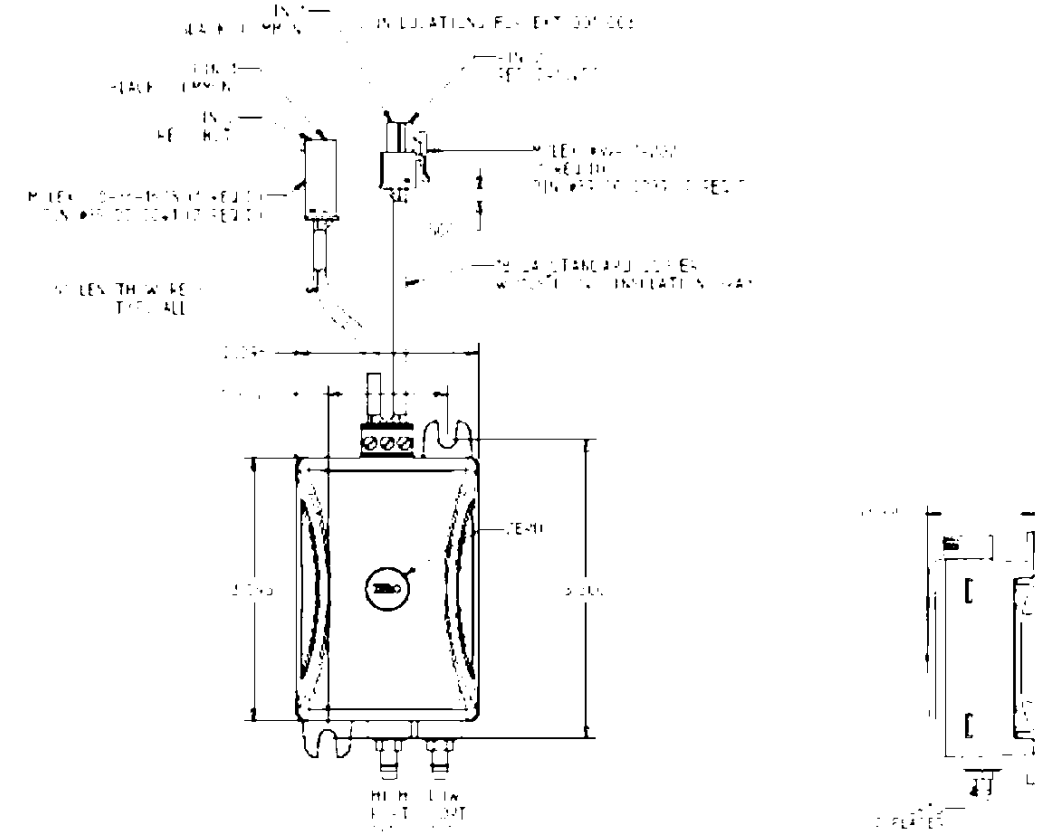
Job Name: Williamson County Justice Center (AHU Repl)

SUPPLY FAN 1 SCHEMATIC PAGE 2 OF 2



CSAA
Quantity: 1
Tags: RTU_1

Job Name: Williamson County Justice Center (AHU Repl)



NOTE:

1. PRESSURE CONNECTIONS: 3/16" OD BARBED FITTING FOR ¼" TUBING
2. OPERATING TEMPERATURE: 0 - 85 C
3. COMPENSATED TEMPERATURE: 0 - 50 C
4. LOAD IMPEDANCE: 500 OHMS
5. TERMINATION: SCREW TERMINAL BLOCK
6. ACCURACY: 0.25%
7. INPUT VOLTAGE: 24VAC (NOMINAL)

GENERAL

Outdoor air handling units will be shipped with all openings covered to protect unit interior from in-transit debris.

Installing contractor is responsible for long term storage in accordance with the Installation, Operation, and Maintenance manual (CLCH-SVX07*-EN).

Unit shall be UL and C-UL Listed.

Supply fans within the scope of AHRI Standard 430 are "Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430/431. AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third-party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org".

Unit sound performance data shall be reported as sound power. Trane, in providing this program and data, does not certify or warrant NC levels. These levels are affected by factors specific to each application and/or installation and therefore unable to be predicted or certified by Trane. Refer to product data for specific fan footnote references.

Manufacturer provided VFDs shall be certified to AHRI Standard 1210 "Performance Rating of Variable Frequency Drives" to ensure documented and reliable VFD efficiency.

Unit Construction

Outdoor unit roofs shall incorporate a standing seam on the exterior to ensure a rigid roof construction and prevent water infiltration. Roof assembly shall overhang all walls by 1.5-inch minimum to prevent sheeting from roof to side panels. Rain gutters shall also be provided over all doors shorter than total unit height to direct rain away from the door assembly. Outdoor roofs shall be sloped, not less than 0.125 inches per foot, for water drainage. Where outdoor units are shipped in multiple sections, provide standing-seam joiners at each split with adhesive, hardware, and cover strips for field joining by the installing contractor.

All unit panels shall be 2" solid, double-wall construction to facilitate cleaning of unit interior. Unit panels shall be provided with a mid-span, no-through-metal, internal thermal break. Casing thermal performance shall be such that under 55°F supply air temperature and design conditions on the exterior of the unit of 81°F dry bulb and 73°F wet bulb, condensation shall not form on the casing exterior.

All outdoor AHU interior casing panels will be made of galvanized steel.

External surface of unit casing will be coated with water-based polyurethane paint. Color to be "Deluxe beige". Factory-painted units will be able to withstand a salt spray test in accordance with ASTM B117 for a minimum of 500 consecutive hours and shall meet the following requirements following the salt-spray test:
- Mean scribe creepage rating of at least 6 per ASTM D1654 procedure A
- Blister size no larger than #6 per ASTM D714
- Blister density no greater than Medium per ASTM D714
- No onset of red rust

Casing Deflection
The casing shall not exceed 0.0042 inch deflection per inch of panel span at 1.00 times design static pressure. Maximum design static shall not exceed +8 inches w.g. in all positive pressure sections and -8 inches w.g. in all negative pressure sections.

Floor Construction
The unit floor shall be of sufficient strength to support a 300.0 lb load during maintenance activities and shall deflect no more than 0.0042 inch per inch of panel span.

Unit base
Manufacturer to provide a full perimeter integral base frame for either ceiling suspension of units or to support and raise all sections of the unit for proper trapping. Indoor unit base frame will either be bolted construction or welded construction. All outdoor unit base frames shall be welded construction. For indoor units, refer to schedule for base height and construction type. Contractor will be responsible for providing a housekeeping pad when unit base frame is not of sufficient height to properly trap unit. Unit base frames not constructed of galvanized steel shall be chemically cleaned and coated with both a rust-inhibiting primer and finished coat of rust-inhibiting enamel. Unit base height to be included in total height required for proper trap height.

Insulation
Panel insulation shall provide a minimum thermal resistance (R) value of 13 ft^2-h-°F/Btu throughout the entire unit. Insulation shall completely fill the panel cavities in all directions so that no voids exist and settling of insulation is prevented. Panel insulation shall comply with NFPA 90A.

Drain Pan
In sections provided with a drain pan, the drain pan shall be designed in accordance with ASHRAE 62.1. To address indoor air quality (IAQ) the drain pan shall be sloped in two planes promoting positive drainage to eliminate stagnant water conditions. Drain pan shall be insulated, and of double wall construction. The outlet shall be the lowest point on the pan, and shall be of sufficient diameter to preclude drain pan overflow under normally expected operating conditions. All drain pans connections shall have a threaded connection, extending a minimum of 2-1/2" beyond the unit base, and shall be made from the same material as the drain pan. Drain pan located under a cooling coil shall be of sufficient size to collect all condensate produced from the coil.
Refer to Product Data for specific information on which sections are supplied with a drain pan, the drain pan material and connection location.

Access Door Construction
Access doors shall be 2" double wall construction. Interior and exterior door panels shall be of the same construction as the interior and exterior wall panels respectively. All doors shall be provided with a thermal break construction of door panel and door frame. Gasketing shall be provided around the full perimeter of the doors to prevent air leakage. Surface mounted handles shall be provided to allow quick access to the interior of the functional section and to prevent through cabinet penetrations that could likely weaken the casing leakage and thermal performance. Handle hardware shall be designed to prevent unintended closure. Access doors shall be hinged and removable for quick easy access. Hinges shall be interchangeable with the door handle hardware to allow for alternating door swing in the field to minimize access interference due to unforeseen job site obstructions. Door handle hardware shall be adjustable and visually indicate locking position of door latch external to the section. Door hinges shall be galvanized.

All doors shall be a minimum of 60" high when sufficient height is available or the maximum height allowed by the unit height.

Door handles shall be provided for each latching point of the door necessary to maintain the specified air leakage integrity of the unit. Optionally for indoor AHUs and as standard on outdoor AHUs, outward swing doors are provided with a single handle linked to multiple latching points. An optional shatterproof window shall be provided in access doors where indicated on the plans. Window shall either be single pane, or thermal dual pane, as defined on schedule. Window shall be capable of withstanding unit operating pressures and shall be safe for viewing UV-C lamps.
Refer to Product Data for specific information on which sections are supplied with an access door, the door location, a single handle and a window.

Factory-supplied Curb
Outdoor AHU will be provided with a factory-supplied roof curb. Curb will be shipped to jobsite disassembled. Contractor will be responsible for assembly and mounting to roof structure per the Roof Curb Manual. Units with factory-supplied external piping cabinet(s), the factory-supplied curb will include a curb section for the pipe cabinet(s).
Refer to the Roof Curb Detail drawing and Product Data section of submittal for height of factory-supplied roof curb(s).

Marine Light
A factory-mounted, weather resistant (enclosed and gasketed to prevent water and dust intrusion), light emitting diode (LED) fixture shall be provided in sections of the unit as specified for maintenance and service visibility. Fixture shall be complete with aluminum die cast housing, polycarbonate lens designed for maximum light output, and LEDs wired to a single switch within a factory provided service module. LED lighting shall provide instant-on "white" light and have a minimum 50,000 hour life. Fixtures shall be designed for flexible positioning during maintenance and service activities for optimal location. All lights within the unit shall be wired to a single switch within the factory provided service module.
Service module shall be provided on the fan section.
Refer to the Product Data section of the submittal for sections with marine lights.

Lifting Instructions
The air handling units must be rigged, lifted, and installed in strict accordance with the Installation, Operation, and Maintenance manual (CLCH-SVX07G-EN). The units are also to be installed in strict accordance with the specifications. Units may be shipped fully assembled or disassembled to the minimum functional section size in accordance with shipping and job site requirements.

Outdoor units shall be shipped on 6" integral base frame for the purpose of mounting units on a roof curb or field-supplied pier support system. Refer to the Product Data section for type of the base frame provided (for roof curb or pier-mount).

All units will be shipped with an integral base frame designed with the necessary number of lift points for safe installation. All lifting lugs are to be utilized during lift. The lift points will be designed to accept standard rigging devices and be removable after installation. Units shipped in sections will have a minimum of four points of lift.

MIXING SECTION
A mixing section shall be provided to support the damper assembly for outdoor, return, and/or exhaust air.

Dampers
Dampers shall modulate the volume of outdoor, return, or exhaust air. The dampers shall be of double-skin airfoil design with metal, compressible jamb seals and flexible blade-edge seals on all blades. The blades shall rotate on stainless-steel sleeve bearings. The dampers shall be rated for a maximum leakage rate of 3 cfm/ft² at 1 in. w.g. complying with ASHRAE 90.1 maximum damper leakage. All leakage testing and pressure ratings shall be based on AMCA Standard 500-D. Dampers may be arranged in a parallel or opposed-blade configuration.

Inlet Hoods
Inlet hoods are provided on the outside air openings and equipped with high performance moisture eliminators to minimize water carryover from the outside into the unit casing. Eliminators also perform the function of a bird screen to prevent nesting.
Refer to the unit As-Built and Product Data section for specific information on which sections are supplied with inlet hood.

Title 24
The following specifications apply only to units with outside air and return air dampers, with actuators. The 5 year warranty applies only to these items.
This unit contains Economizer that meets or exceeds all mandatory requirements prescribed by Title 24, including but not limited to:
- 5 yr parts only warranty
- Successfully tested to 60,000 Actuations
- Less than 10 cfm/sq.ft. of damper leakage at 1" WG per AMCA 500L

Filters

Mixing sections shall be provided with a filter rack as indicated in the Product Data and As-Built sections of the submittal.

2-inch pleated media filters made with 100% synthetic fibers that are continuously laminated to a supported steel-wire grid with water repellent adhesive shall be provided. Filters shall be capable of operating up to 625 fpm face velocity without loss of filter efficiency and holding capacity. The filters shall have a MERV 8 rating when tested in accordance with the ANSI/ASHRAE Standard 52.2.

COIL SECTION WITH FACTORY INSTALLED COIL

The coil section shall be provided complete with coil and coil holding frame. The coils shall be installed such that headers and return bends are enclosed by unit casings. If two or more cooling coils are stacked in the unit, an intermediate drain pan shall be installed between each coil and be of the same material as the primary drain pan. Like the primary drain pan, the intermediate drain pan shall be designed being of sufficient size to collect all condensation produced from the coil and sloped to promote positive drainage to eliminate stagnant water conditions. The intermediate pan shall begin at the leading face of the water-producing device and be of sufficient length extending downstream to prevent condensate from passing through the air stream of the lower coil. Intermediate drain pan shall include downspouts to direct condensate to the primary drain pan. The outlet shall be located at the lowest point of the pan and shall be sufficient diameter to preclude drain pan overflow under any normally expected operating condition.

Coil with Inspection

The coil section shall include an inspection section complete with a double-wall, removable door downstream of the coil for inspection, cleaning, and maintenance. Interior and exterior door panels shall be of the same construction as the interior and exterior wall panels, respectively. All doors shall be provided with a thermal break construction of door panel and door frame.

Casing penetrations supplied for hydronic drain and vents. Piping contractor shall provide extended piping.

Water Coils (UP, WP, UW, UU, UA, 3W, 3U, W, 5W, 5A, WD, 5D, D1, D2, P, or TT)

The coils shall have aluminum fins and seamless copper tubes. Copper fins may be applied to coils with 5/8-inch tubes. Fins shall have collars drawn, belled, and firmly bonded to tubes by mechanical expansion of the tubes. The coil casing may be galvanized or stainless steel. Refer to the Product Data section of the submittal for the coil casing material.
The coils shall be proof-tested to 300 psig and leak-tested under water to 200 psig. Coils containing water or ethylene glycol are certified in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org. Propylene glycol and calcium chloride, or mixtures thereof, are outside the scope of AHRI Standard 410 and, therefore, do not require AHRI 410 rating or certification.

Coil connections are constructed of cast iron with female connections, steel block with female connections or steel pipe with male connections. Type P or TT coil connections do not extend out of unit casing. All other water coil types have connections that extend out beyond unit casing. Headers on downstream coil bank of staggered coil sections do not extend beyond the unit casing and must be completed by the on-site piping contractor.

Tubes are 1/2" [13 mm] OD 0.016" [0.406 mm] thick copper.

Tubes are 5/8" [16 mm] OD 0.020" [0.508 mm] thick copper.

ACCESS/INSPECTION / TURNING SECTION

A section shall be provided to allow additional access/inspection of unit components and space for field-installed components as needed. An access door shall be provided for easy access. All access sections shall be complete with a double-wall, removable door downstream for inspection, cleaning, and maintenance. Interior and exterior door panels shall be of the same construction as the interior and exterior wall panels, respectively. All doors downstream of cooling coils shall be provided with a thermal break construction of door panel and door frame.

DIRECT-DRIVE PLENUM FAN SECTION

The fan type shall be provided as required for stable operation and optimum energy efficiency. The fan shall be a single-width, single-inlet, multiblade-type direct-drive plenum fan. Motor bearing life of the direct-drive plenum fan shall be not less than L-10 250,000 hrs. *Refer to the Product Data section for fan quantity and number of blades selected within each unit.* Central Station Air Handling Unit Supply Fans are "Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430/431. AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third-party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org" Central Station Air Handling Unit Supply Fans shall be tested and rated in-accordance with AHRI Standard 260 for sound performance.

Fans that are selected with inverter balancing shall first be dynamically balanced at design RPM. The fans then will be checked in the factory from 25% to 100% of design RPM to insure they are operating within vibration tolerance specifications, and that there are no resonant frequency issues throughout this operating range. Inverter balancing that requires lockout frequencies inputted into a variable frequency drive to in order to bypass resonant frequencies shall not be acceptable. If supplied in this manner by the unit manufacturer, the contractor will be responsible for rebalancing in the field after unit installation. Fans selected with inverter balancing shall have a maintenance free grounding assembly installed on the fan motor to discharge both static and induced shaft currents to ground.

On units supplied with plenum or motorized impeller fans, door guard(s) shall be supplied on the access door(s) to the fan and those downstream access door(s) where unintended access to the plenum or motorized impeller fan could occur. Door guard is intended to deter unauthorized entry and incidental contact with rotating components. *Refer to the Product Data section for fans with access door guard(s).*

Motor Frame

The motor shall be mounted integral to the isolated fan assembly and furnished by the unit manufacturer. The motor is mounted inside the unit casing on an adjustable base to permit adjustment of drive belt tension (not applicable for direct drive plenum fans). The motor shall meet or exceed all NEMA Standards Publication MG 1 requirements and comply with NEMA Premium efficiency levels when applicable except for fractional horsepower motors which are not covered by the NEMA classification. The motor shall be T-frame, squirrel cage with size, type, and electrical characteristics as shown on the equipment schedule. *Refer to the Product Data section for selected fan motors within each unit.*

Two-Inch Spring Isolators

Direct-drive fan and motor assemblies shall be internally isolated from the unit casing with 2-inch (50.8 mm) deflection spring isolators. The isolation system shall be designed to resist loads produced by external forces, such as earthquakes, and conform to the current IBC seismic requirements.

Single transmitter

The fan shall have an airflow measurement system to measure fan airflow directly or to measure differential pressure that can be used to calculate fan airflow. The system shall predict airflow within +/5 percent total accuracy (device & transmitter) when operating within the stable operating region of the fan curve. On units supplied with multiple direct drive fans, one fan is tubed and one transmitter is supplied for the total array. The submitted fan airflow performance and noise levels shall not be affected by the installation of the device. Any device that provides an obstruction to the fan inlet will not be accepted. Refer to the Product Data section for fans with flow meters.

Combination VFD / Disconnect
A combination Variable Frequency Drive (VFD) / disconnect shall be provided when variable air volume control is required for fan operation. Whether for single fan, dual fan, or fan array applications, a single VFD shall be provide to ensure proper operation and to optimize operating life. Each VFD / disconnect shall be properly sized, factory mounted in a full metal enclosure, wired to the fan motor(s), and commissioned to facilitate temporary heating, cooling, ventilation, and/or timely completion of the project. VFD / disconnects shall include a circuit breaker disconnect with a through-the-door interlocking handle and shall be lockable. The VFD package shall also include:

a) Electronic manual speed control
b) Hand-Off-Auto (H-O-A) selector switch
c) Inlet fuses to provide maximum protection against inlet short circuit
d) Current limited stall prevention
e) Auto restart after momentary power loss
f) Speed search for starting into rotating motor
g) Anti-windmill w/DC injection before start
h) Phase-to-phase short circuit protection
i) Ground fault protection
j) Manual motor protection MMP

Units with factory-mounted controls shall include power wiring from the VFD panel to the control system transformers, binary output on/off wiring, analog output-speed-signal wiring, and all interfacing wiring between the VFD and the direct digital controller.

The VFD shall be UL508C listed and CSA certified and conform to applicable NEMA, ICS, NFPA, & IEC standards.

The supply fan's Starter/VFD shall be mounted internal of unit casing in the controls section. The internal enclosure shall be an integral part of the unit casing to allow for thermal venting to casing interior, but shall be accessible from unit exterior through access door. Internally mounted starters shall have doors with the same construction as other doors on unit. An external disconnect shall be mounted through the door to the starter/VFD to disconnect full power from starter/VFD.

Motor Wiring Conduit
The fan motor wiring shall be factory-wired to the unit-mounted starter/disconnect, variable frequency drive, or external motor junction box within flexible metal conduit of adequate length so that the fan vibration isolation, if applicable, will not be restricted. *Refer to the Product Data section for fans with motor wiring conduit.*

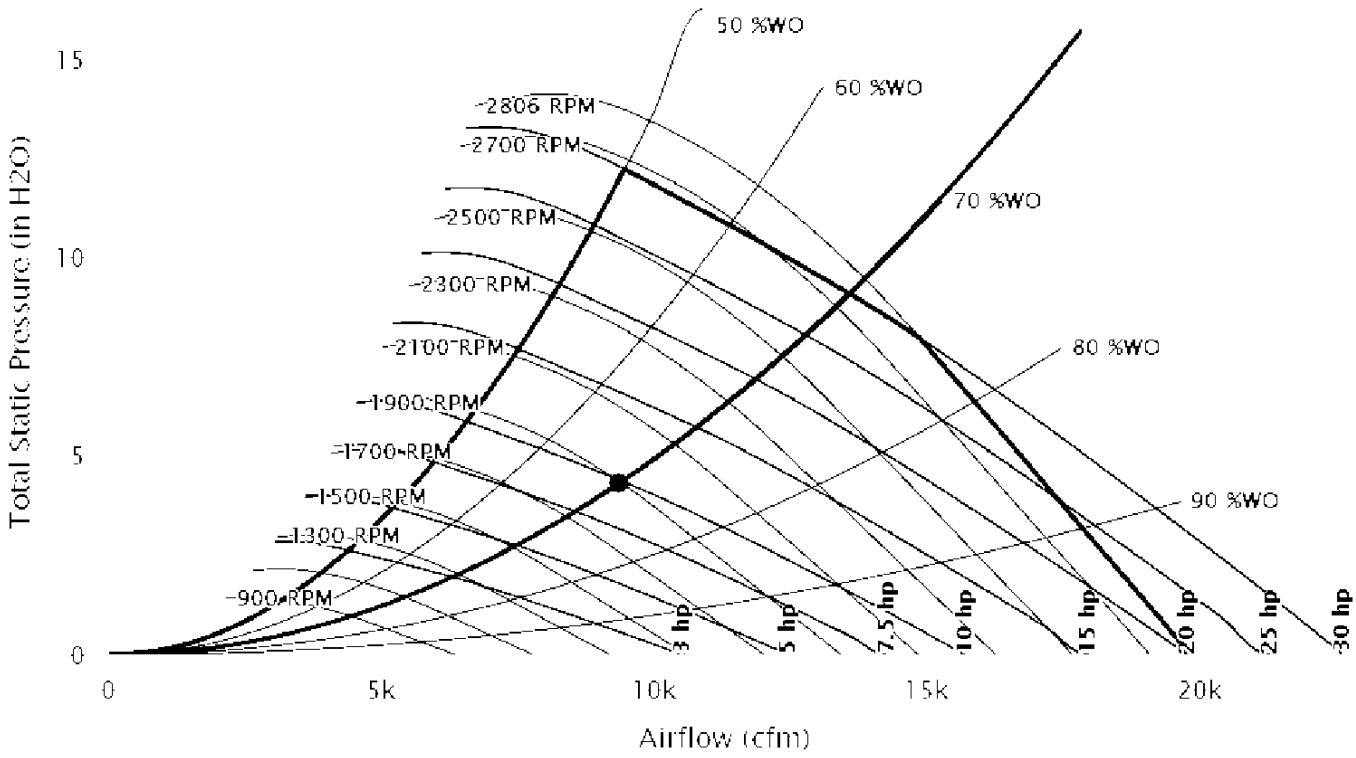
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Fan Details

Unit Size	24UR	**Operating Brake Power**	9.890 hp
Motor Frequency	64.00 Hz	**Altitude**	0.00 ft
Operating Airflow	9,370 cfm	**Design Temp.**	70.00 F
Operating Static Pressure	4.357 in H2O	**Efficiency**	65.08 %
Operating RPM	1,898 rpm		

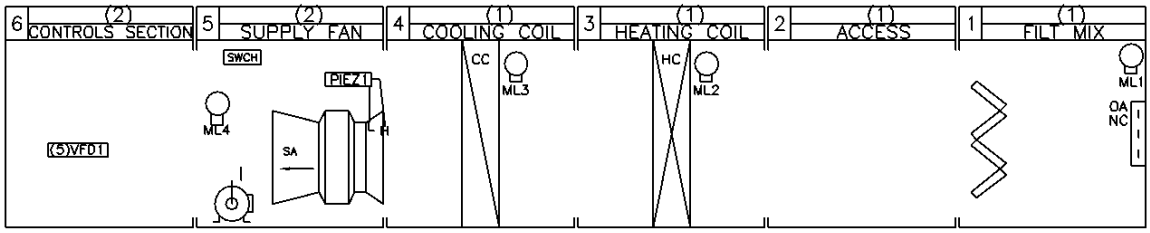
RTU_1 - Supply - Single Fan

Size 21 DDP 24.5 inch AF H Press 80% Width 9 blades



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WIRING DETAIL 1 (OUTDOOR)



DRAWN BY SERVICE ACCOUNT	Trane	
DATE 5/2/2023		CSOA–SCHEMATIC UNIT SIZE: 21 UNIT TAG: RTU_1
SOFTWARE VERSION 1.4.0		
DRAWING VERSION		

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MARINE LIGHT BOX

(SEPARATE BOX)

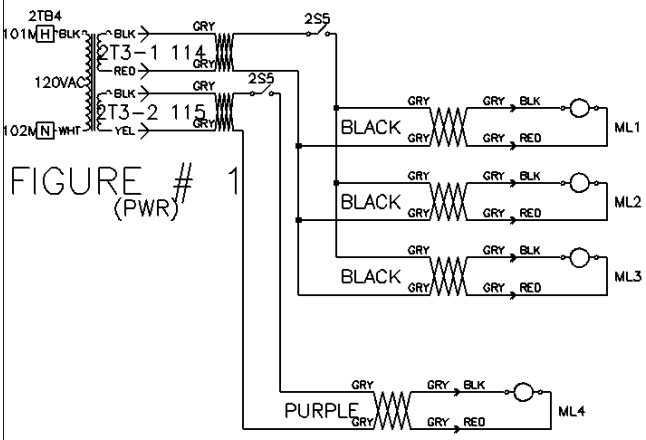


FIGURE # 1
(PWR)

DRAWN BY SERVICE ACCOUNT	Trane	
DATE 5/2/2023		CSOA-SCHEMATIC UNIT SIZE: 21 UNIT TAG: RTU_1
SOFTWARE VERSION 1.4.0		
DRAWING VERSION		

DocuSign Envelope ID: DB83B125-D923-4E1E-BDF4-FB70F3680D10

LEGEND DETAIL 1 (OUTDOOR)

POS#	BUILD GROUP	DESCRIPTION	LABEL	PWR HR-WIRE	SIGNAL HR-WIRE	XFMR	POWER VA
0		150VA TRANSFORMER	2T3				
1		Marine Light	ML1	BLACK		2T3-1	22
3		Marine Light	ML2	BLACK		2T3-1	22
4		Marine Light	ML3	BLACK		2T3-1	22
5		Marine Light	ML4	PURPLE		2T3-2	22
5		Flow meter	PIEZ1				
6		Supply Fan VFD	VFD1				

DRAWN BY SERVICE ACCOUNT	Trane	
DATE 5/2/2023		CSOA-SCHEMATIC UNIT SIZE: 21 UNIT TAG: RTU_1
SOFTWARE VERSION 1.4.0		
DRAWING VERSION		

CSAA
Quantity: 1
Tags: RTU_2

Job Name: Williamson County Justice Center (AHU Repl)

Trane Performance Climate Changer Air Handler

Unit Overview - RTU_2

Application	Unit Size	External Dimensions Height	Width	Length	Weight Installed	Rigging
Outdoor unit	CSAA021	59.0 in	80.0 in	187.0 in	4429 lb	3837 lb

Quantity of Shipping Sections	Largest Ship Split Height	Width	Length	Heaviest Ship Split	Elevation
1 piece(s)	59.0 in	80.0 in	186.9 in	3998 lb	0.00 ft

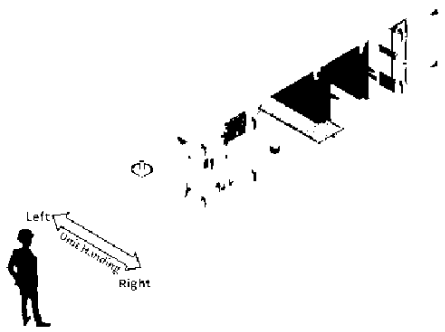
Supply Fan

Airflow 10920 cfm **Total Static Pressure** 4.796 in H2O

Note: Height includes air handler sloped roof panel and standing seam.

Construction Features

Panel	2in. foam injected R-13 with thermal break
Panel Material	All unit inner panels - galvanized
Integral Base Frame	6in. integral base frame
Paint	Deluxe beige
Short Circuit Current Rating	5 kA
Agency Approval	UL listed unit
Roof Curb Type	Standard roof curb



Unit Electrical

Circuit	Voltage/Phase/Frequency	FLA	MCA	Max Fuse Size
Circuit number 1 Supply fan motor(s)	460/3/60	21.00 A	26.25	45.00
Circuit number 2 Lights + switch	115/1/60	2.61 A	3.26	15.00

Unit Controls

Controller Type No controller

Warranty

Warranty section Extd. warranty
Labor - 1st year 1st year labor warranty

Air mixing section - Position: 1

Openings

Face	Path	Type	Airflow	Face Velocity	Area	Pressure Drop	Hood
Back	Outside	Parallel blade damper	10920 cfm	1264 ft/min	8.64 sq ft	0.298 in H2O	Yes

Filter

Type	Frame	MERV Rating	Quantity	Size
Pleated media - MERV 8	2"	MERV 8	12.00	16in.x25in.
Pressure Drop	**Condition**	**Face Velocity**	**Airflow**	**Area**
1.000	Dirty	328 ft/min	10920 cfm	33.33 sq ft

Section Options

Door Location Right
Marine Light Marine LED light

Access/blank/turning section - Position: 2

Options

Section Length 10.000 in

Heating coil section - Position: 3

Coil Construction

Model	Hot water - 1/2" Unit Optimized, Low Water Flow (UA)
Rows	2
Tube Diameter	1/2in. tube diameter (12.7 mm)
Coil Connection	Standard
Tube Matl/Wall Thickness	.016" (0.406 mm) copper tubes
Fin Spacing	118 Per Foot
Fin Material	Aluminum fins
Fin Type	Delta flo E (energy efficient)
Face Area	20.81 sq ft
Coil (top/single) H x L	43 in. (1092 mm) X 69" (1753 mm) finned length
Casing	Galvanized
Turbulators	Yes
Rigging Weight	101.5 lb
Installed Weight	118.0 lb

Coil Section Options

Extended Drain and Vent	Holes only
Drain Pan Size	Small
Door Location	Left
Marine Light	YES

Coil Performance

Capacity

Total	491.47 MBh

Air

Flow	10920 cfm
Entering Dry Bulb	24.00 F
Leaving Dry Bulb	65.50 F
Pressure Drop	0.205 in H2O
Face Velocity	525 ft/min

Fluid

Flow	32.74 gpm
Entering	180.00 F
Leaving	150.00 F
Pressure Drop	5.88 ft fluid
Tube Velocity	3.30 ft/s
Reynolds Number	33440.84
Type	Water
Concentration	100.00 %
Fouling Factor	0.00025 hr-sq ft-deg F/Btu
Volume	1.99 gal

AHRI 410 Classification

AHRI 410 Classification	AHRI ACHC Certified
Data Generation Date	5/2/2023
Trane Select Assist update number	2700

Note: Certified in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.



Cooling coil section - Position: 4

Coil Construction

Model	Chilled water - 5/8" Shipping Coil, General (W)
Rows	6
Tube Diameter	5/8in. tube diameter (15.875 mm)
Coil Connection	Standard
Tube Matl/Wall Thickness	.020" (0.508 mm) copper tubes
Fin Spacing	120 Per Foot
Fin Material	Aluminum fins
Fin Type	Prima flo H (Hi efficient)
Face Area	19.83 sq ft
Coil (top/single) H x L	42 in. (1067 mm) X 68" (1727 mm) finned length
Casing	Stainless steel
Turbulators	Not Included
Rigging Weight	439.1 lb
Installed Weight	584.3 lb

Coil Section Options

Extended Drain and Vent	Holes only
Drain Pan	Stainless steel
Drain Pan Size	Extended medium
Drain Connection	Right
Minimum Trap Height (L)	8.018 in
H Trap Dimension	4.678 in
J Trap Dimension	2.339 in
Door Location	Left
Marine Light	YES

Coil Performance

Capacity

Total	832.76 MBh
Sensible	406.59 MBh

Air

Flow	10920 cfm
Entering Dry Bulb	89.00 F
Entering Wet Bulb	77.00 F
Leaving Dry Bulb	55.59 F
Leaving Wet Bulb	55.40 F
Pressure Drop	0.901 in H2O
Face Velocity	551 ft/min

Fluid

Flow	165.96 gpm
Entering	44.00 F
Leaving	54.00 F
Pressure Drop	19.78 ft fluid
Tube Velocity	6.55 ft/s
Reynolds Number	23473.61
Type	Water
Concentration	100.00 %
Fouling Factor	0.00000 hr-sq ft-deg F/Btu
Volume	17.35 gal

AHRI 410 Classification

AHRI 410 Classification	AHRI ACHC Certified
Data Generation Date	5/2/2023
Trane Select Assist update number	2700

Note: Certified in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Supply fan section - Position: 5

Fan Data

Wheel Diameter/Type/Class	22.25in. dd plenum, full width, H press
Fan Quantity	1
Discharge Location	Front top
Motor Location	Right side drive
Blades	Higher eff.(some bands lower,more spike)
Drive Service Factor	Direct drive
Fan K-factor	2714.00

Fan Performance

Airflow	10920 cfm
Total Static Pressure	4.796 in H2O
Total Brake Power	14.175 hp
Operating Speed	2327 rpm
AMCA FEG	FEG80
Bare fan peak total efficiency	71.10 %
Unit Static Efficiency	58.25 %

Motor Interface Options

Selection Type	VFD
Voltage	460/3
Mounting Location	Internal mounting
Motor Wire In Conduit	Motor wiring conduit
VFD Frequency	79.00 Hz

Motor Data

Power / Fan	15 hp
Voltage	460/3
Speed	1800
Class	NEMA premium compliant ODP
Efficiency	93.19 %
Part Load Efficiency	91.05 %
Fan electrical power (FEP)	11.78 kW
FEI	1.19
AHRI VFD HP	15.000 hp
Wire to air static efficiency	52.18 %

Note: VFD driven motor fan electrical power calculated in accordance with AHRI 430.

Note: Certified airflow performance per AHRI 430

Fan Section Options

Fan Wheel Balance	Inverter balance with shaft grounding
Door Location	Right
Door Guard	Yes
Marine Light	Marine LED light

Fan Discharge Options

Face	Type	Airflow	Face Velocity	Area	Pressure Drop	Exhaust Hood	Damper Torque Requirement
Front Face Feature		10920 cfm	447 ft/min	24.41 sq ft	0.031 in H2O	N/A	N/A

Note: Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430/431. AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Pressure Drop in (in w.g.)

Supply fan	
Air mixing section	1.57
Coil section	0.21
Coil section	0.90
Fan section	0.03
Controls section	0.09
Internal Static Pressure	**2.80**
External Static Pressure	**2.00**
Total Static Pressure	**4.80**

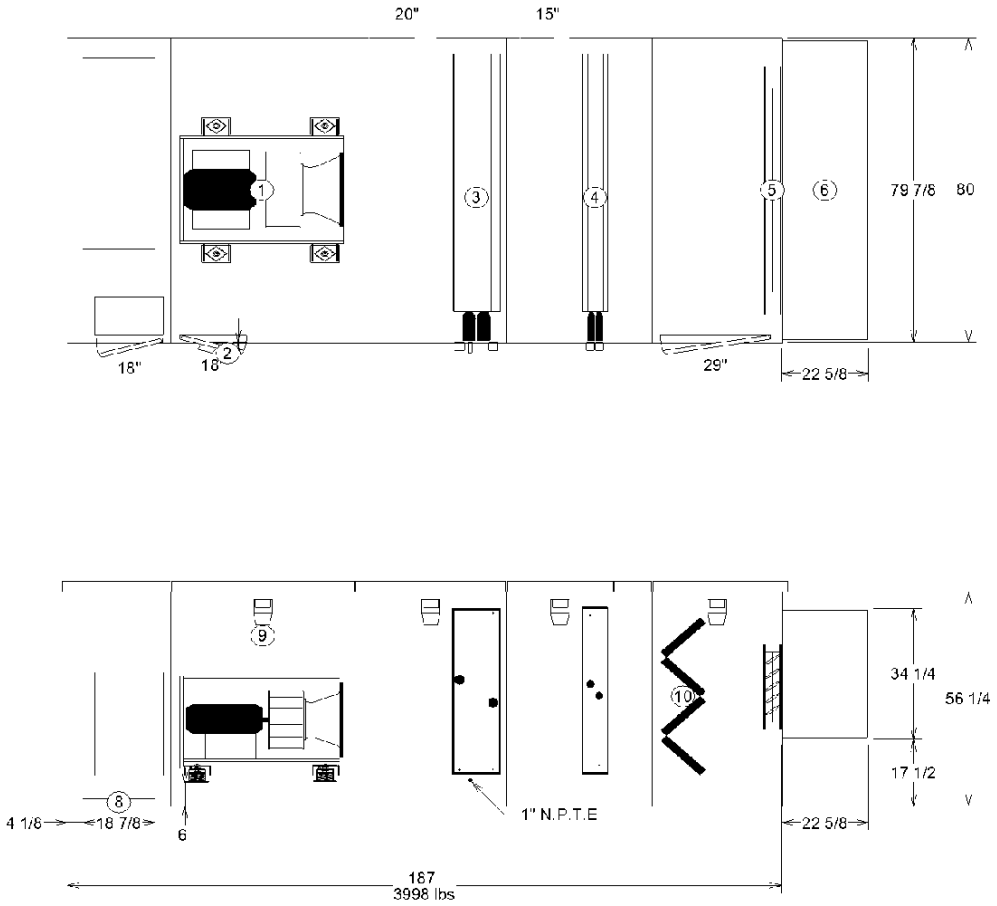
Starter/VFD only section - Position: 6

Supply Fan Motor Interface Door Right

Face	Path	Type	Openings Airflow	Face Velocity	Area	Pressure Drop
Bottom Face Feature	Supply	Rectangular	10920 cfm	1666 ft/min	6.55 sq ft	0.087 in H2O

CSAA
Quantity: 1
Tags: RTU_2

Job Name: Williamson County Justice Center (AHU Repl)



1 Plenum fan - 22.25in. dd plenum, full width, H press Supply fan 15 hp 460/3
2 Light switch and/or receptacle RH
3 Cooling coil - 6 Rows Coil type 5/8" Sh pping Coil, General (W)
4 Heating coil - 2 Rows Coil type 1/2" Unit Optimized, Low Water Flow (UA)
5 Damper back-parallel blade 22.75 x 66
6 Hood back
7 1" N.P.T.E
8 Opening bottom 50 x 18.875
9 Marine light
10 Angled filters -

Doors
18 width x 46 height
20 width x 46 height
15 width x 46 height
29 width x 46 height

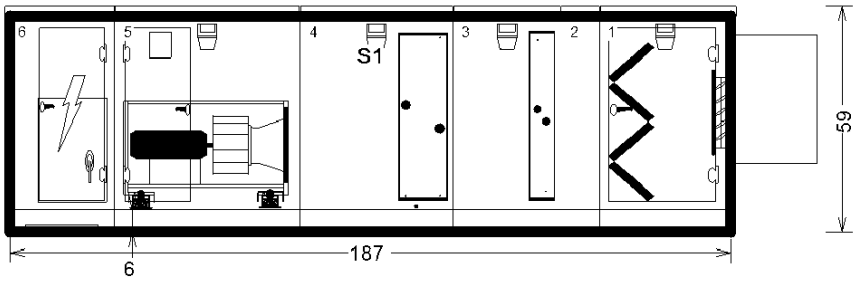
For maneuvering purposes, include 1.125 inches to each ship split length for overlapping panel flange. Flange will not add to overall installed unit length shown.

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 10920	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_2
Paint: Deluxe beige		Rigging weight: 3836.7 / Installed weight: 4428.6

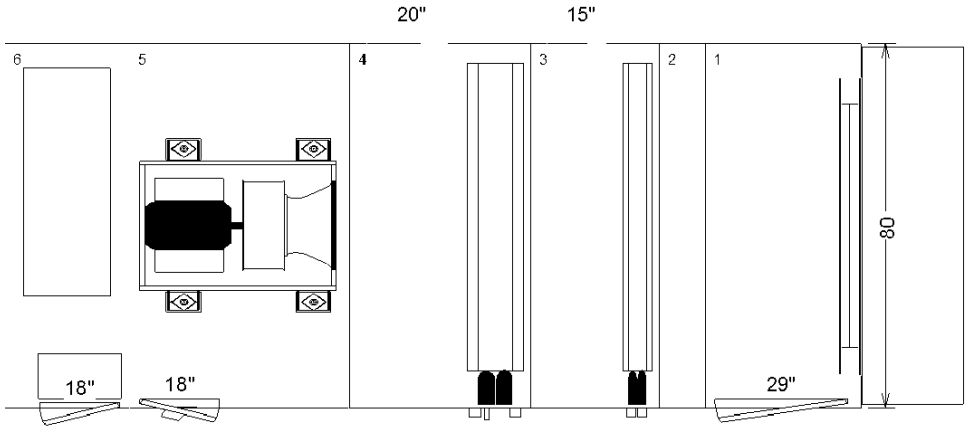
TRANE
Performance Climate Changer
Air Handlers

Shipping splits are indicated by thick black lines



For maneuvering purposes, include 1.125 inches to each ship split length for overlapping panel flange. Flange will not add to overall installed unit length sh

Pos #	Module	Length	Weight
1	Air mixing section	34	564.18
2	Access section	10	118.11
3	Coil section	28	391.03
4	Coil section	39 5/8	976.36
5	Fan section	48	1460.14
6	Controls section	27 1/4	488.57
	Roof Curb		430.21
	Installed Unit Weight		4428.59 lbs

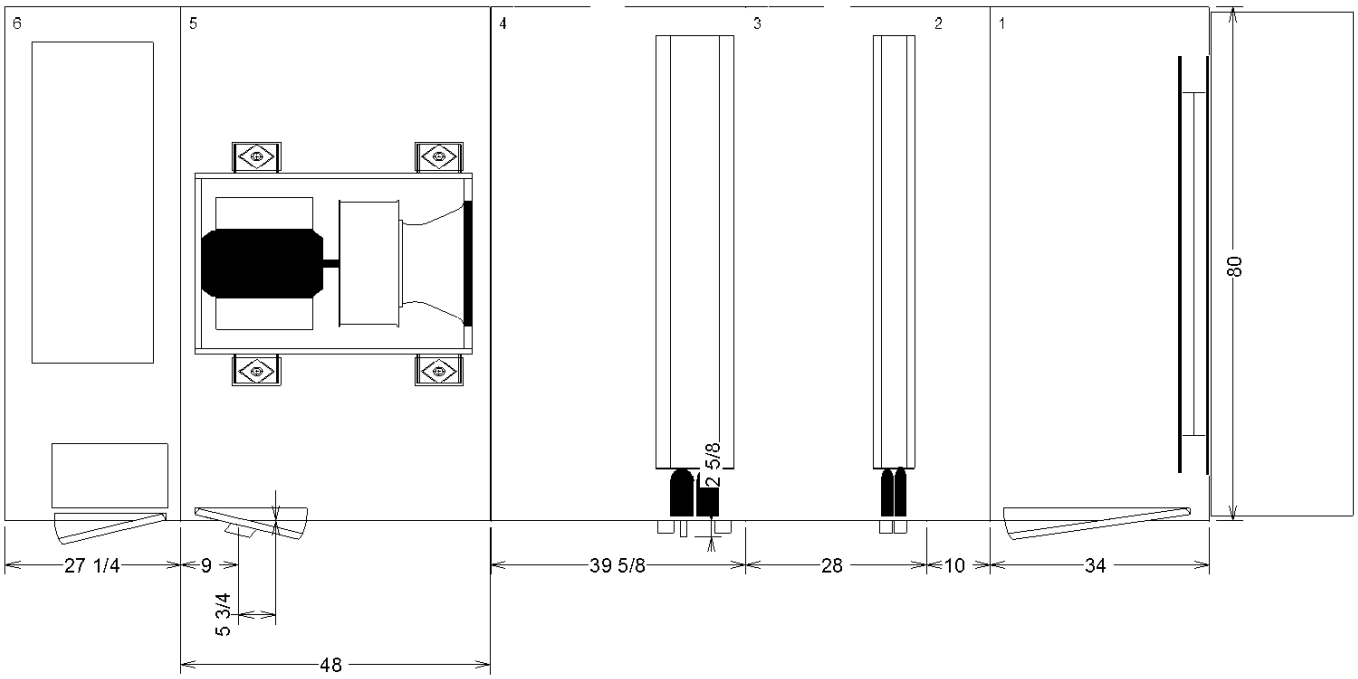


Basic Overall Plan View: Top - Measurements in inches

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

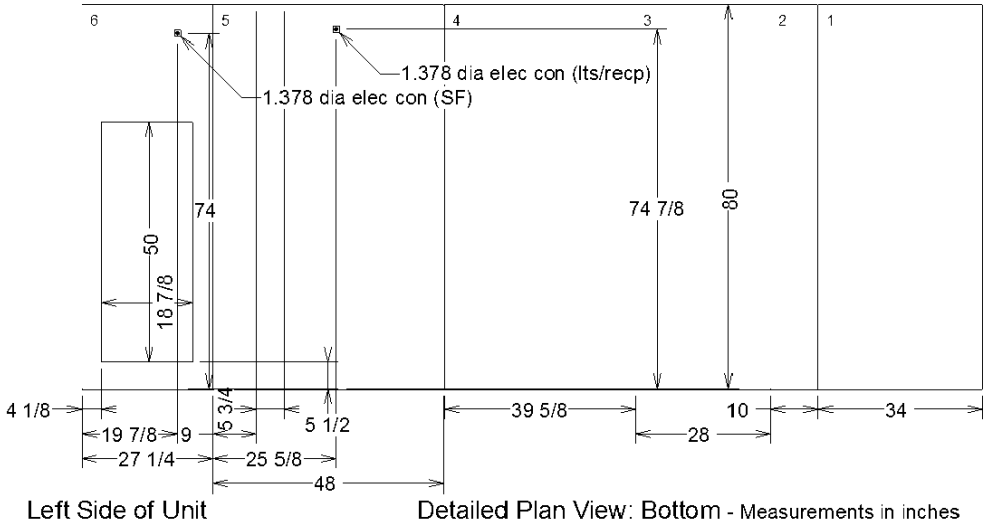
Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 10920	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_2
Paint: Deluxe beige		Rigging weight: 3836.7 / Installed weight: 4428.6

TRANE
Performance Climate Changer Air Handlers



Right Side of Unit

Detailed Plan View: Top - Measurements in inches



Left Side of Unit

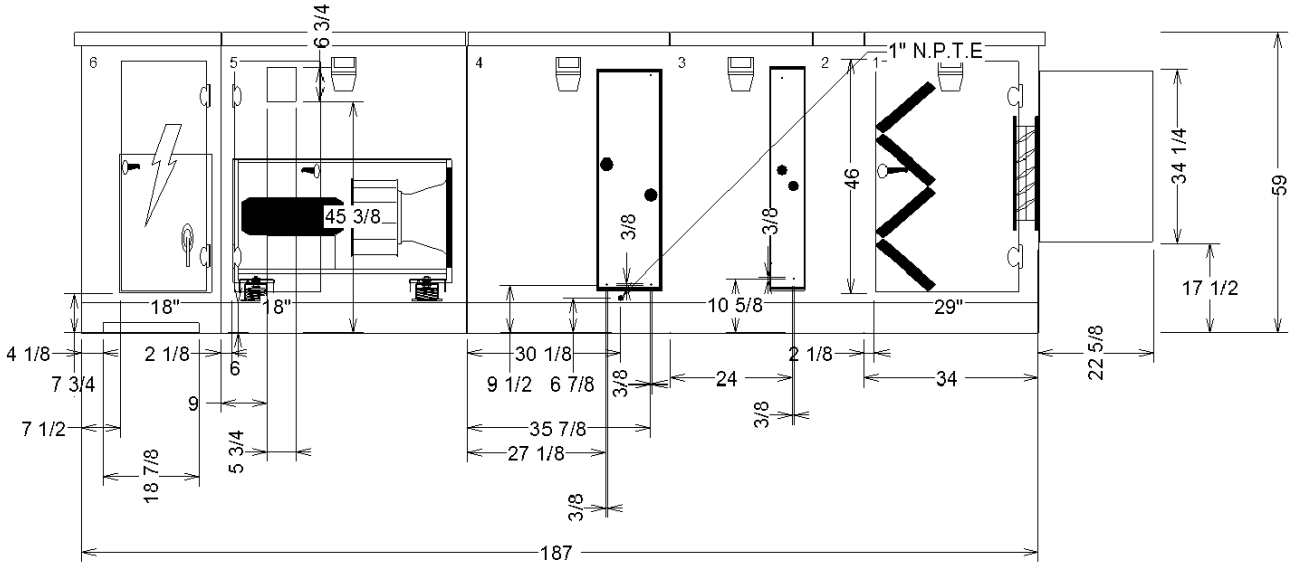
Detailed Plan View: Bottom - Measurements in inches

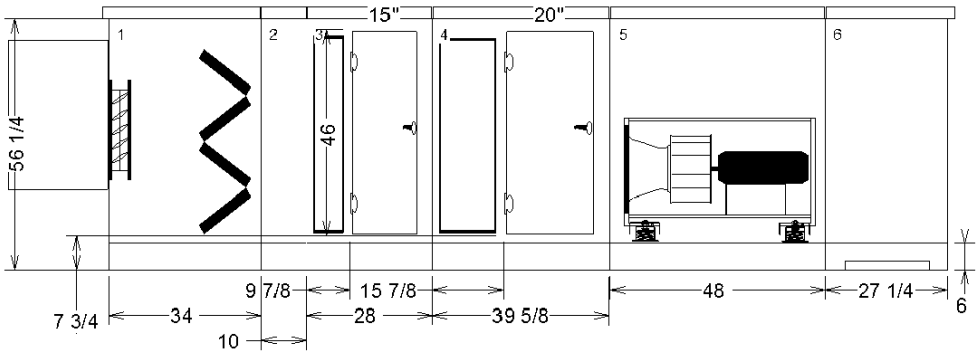
****Placement of electrical conduit may vary by a tolerance of 8" in any direction.**

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 10920	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_2
Paint: Deluxe beige		Rigging weight: 3836.7 / Installed weight: 4428.6

TRANE
Performance Climate Changer Air Handlers



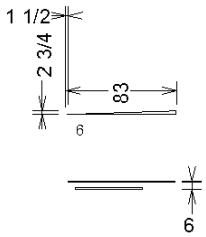


Detailed Elevation View: Left - Measurements in inches

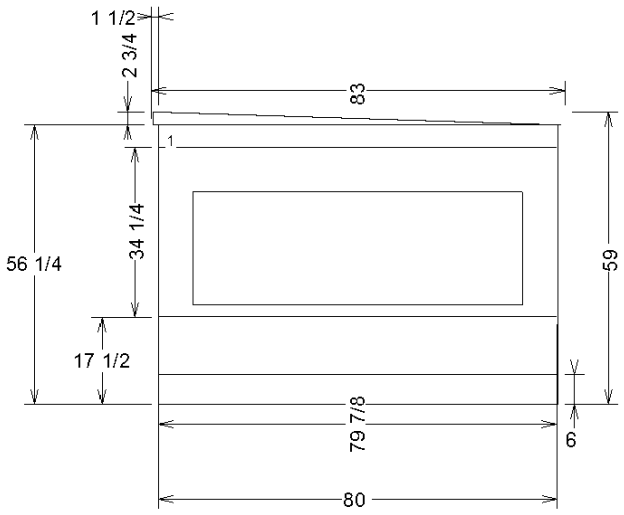
OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 10920	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_2
Paint: Deluxe beige		Rigging weight: 3836.7 / Installed weight: 4428.6

TRANE
Performance Climate Changer Air Handlers



Detailed Elevation View: Front - Measurements in inches

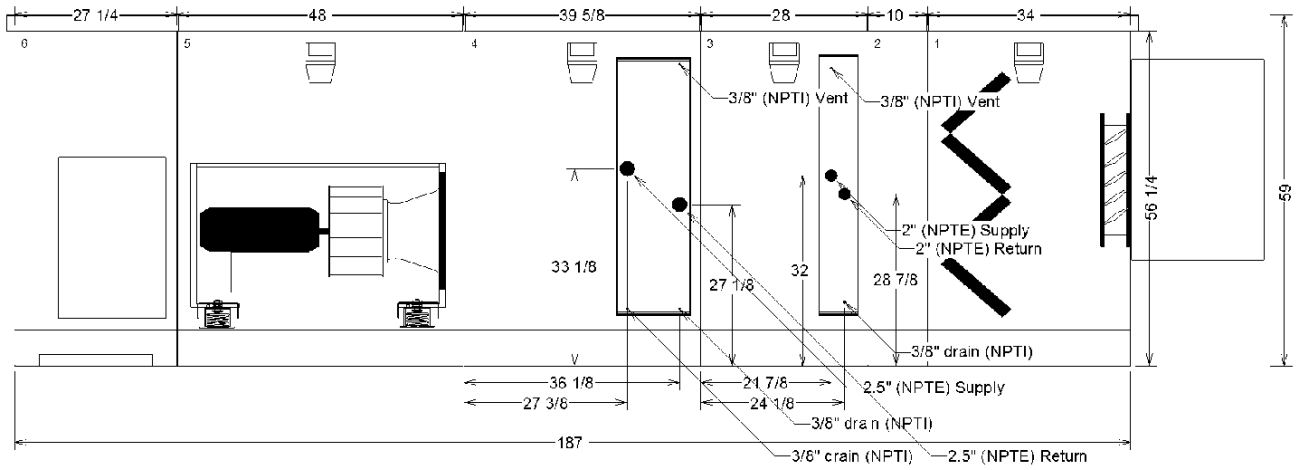


Detailed Elevation View: Back - Measurements in inches

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 10920	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_2
Paint: Deluxe beige		Rigging weight: 3836.7 / Installed weight: 4428.6

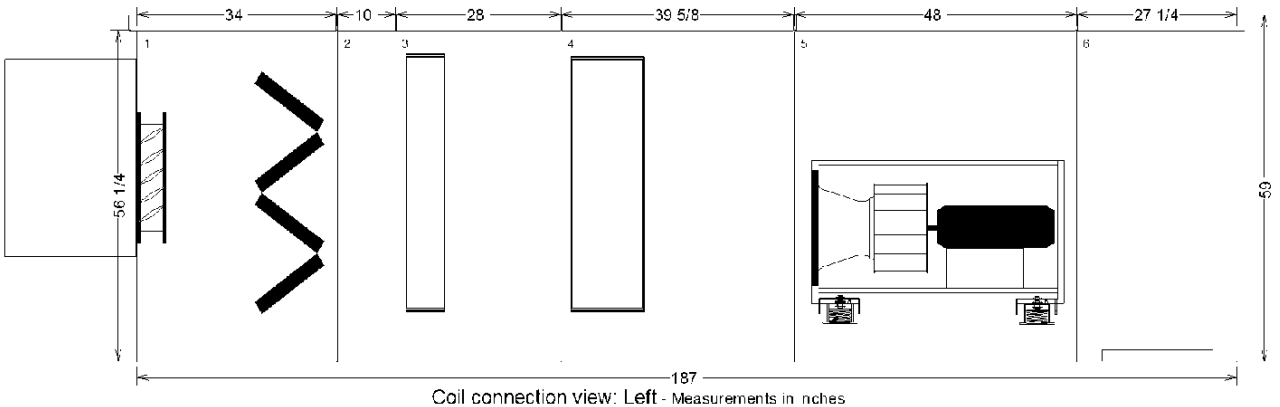
TRANE
Performance Climate Changer Air Handlers



NPTI : National Pipe Thread Internal Connection
NPTE : National Pipe Thread External Connection

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam	TRANE Performance Climate Changer Air Handlers
Product group: Outdoor unit	Actual airflow: 10920	Proposal Number:	
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_2	
Paint: Deluxe beige		Rigging weight: 3836.7 / Installed weight: 4428.6	



Coil connection view: Left - Measurements in inches

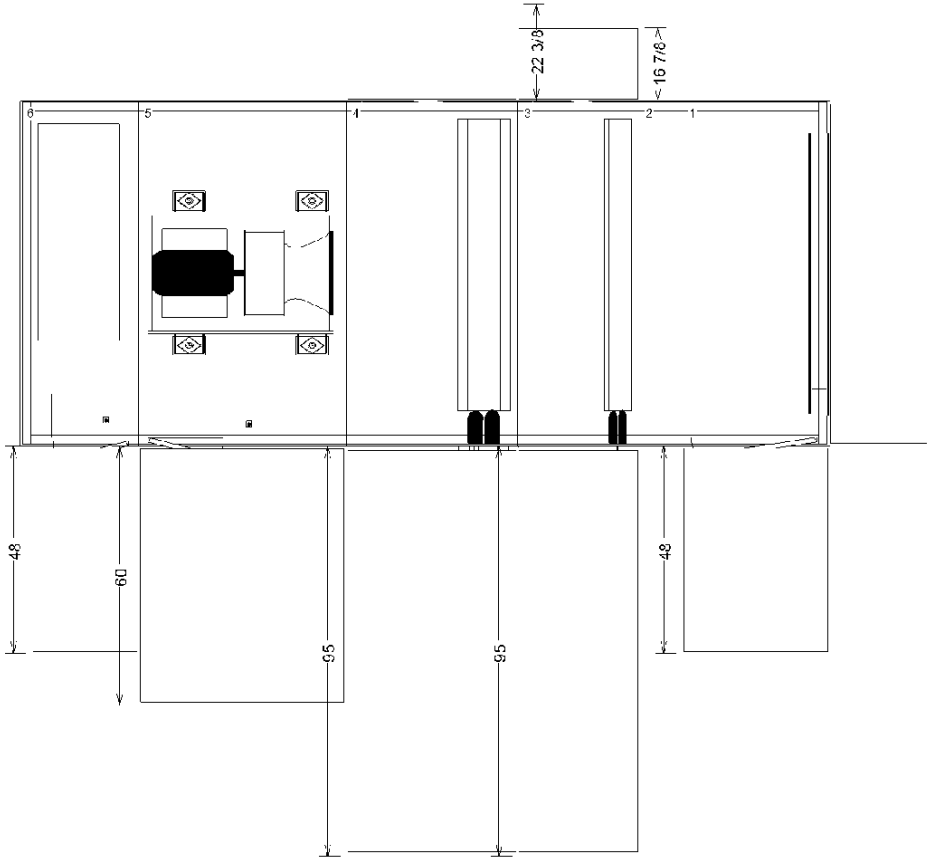
NPTI : National Pipe Thread Internal Connection
NPTE : National Pipe Thread External Connection

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam	TRANE Performance Climate Changer Air Handlers
Product group: Outdoor unit	Actual airflow: 10920	Proposal Number:	
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_2	
Paint: Deluxe beige		Rigging weight: 3836.7 / Installed weight: 4428.6	

CSAA
Quantity: 1
Tags: RTU_2

Job Name: Williamson County Justice Center (AHU Repl)

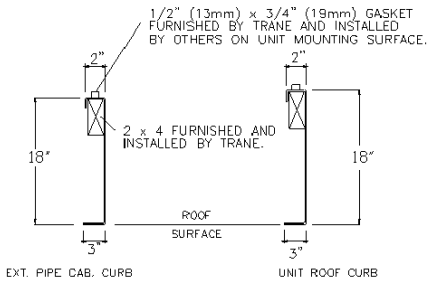


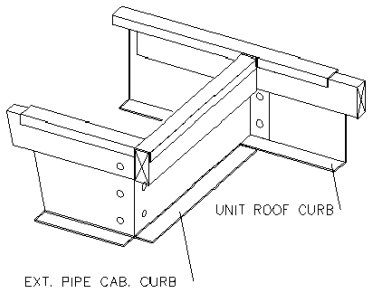
Basic Service Clearance - Plan - Measurements in inches

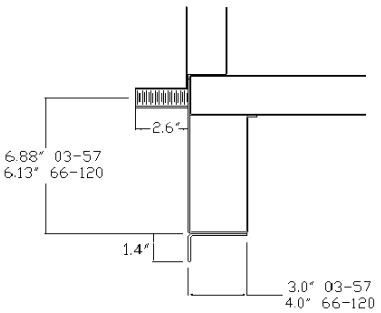
OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 10920	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_2
Paint: Deluxe beige		Rigging weight: 3836.7 / Installed weight: 4428.6

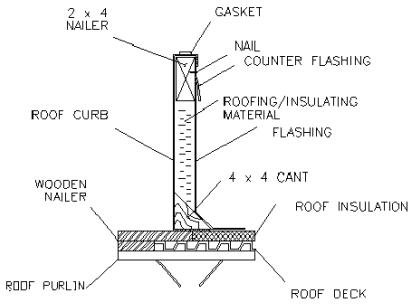
TRANE
Performance Climate Changer
Air Handlers



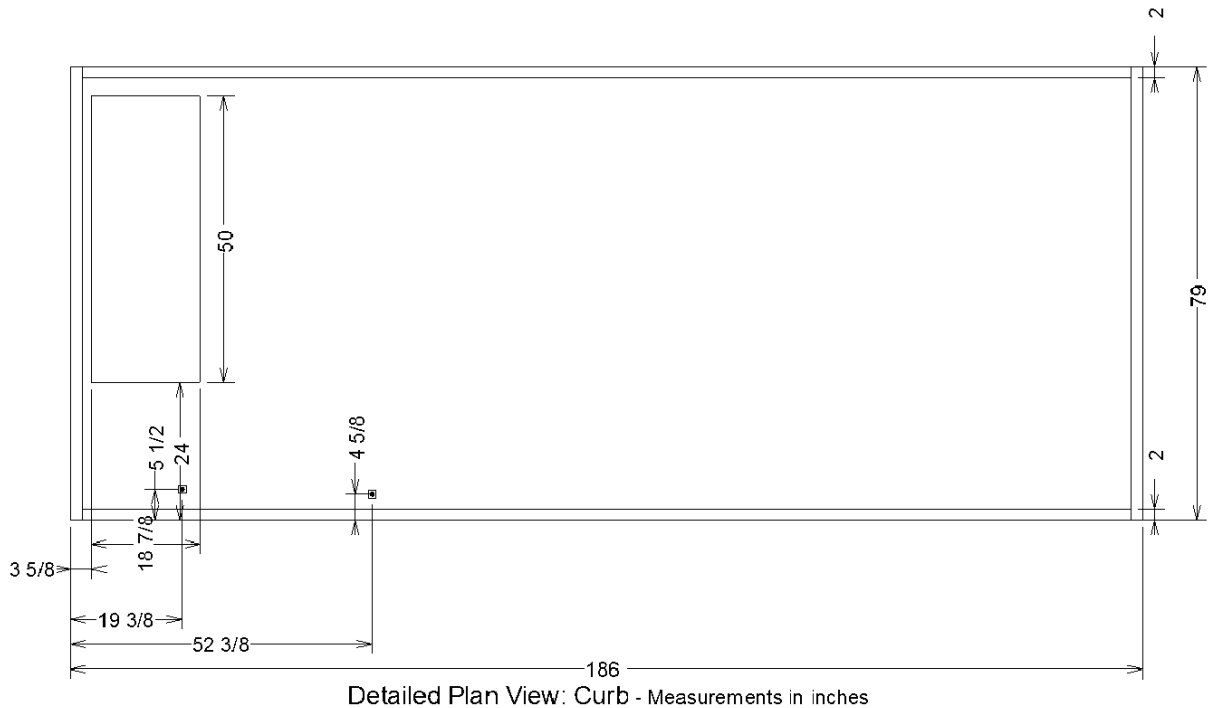




DRAIN CONNECTION



NOTE:
MATERIALS TO ATTACH ROOF CURB TO ROOF ARE TO BE SUPPLIED BY THE INSTALLER.



Detailed Plan View: Curb - Measurements in inches

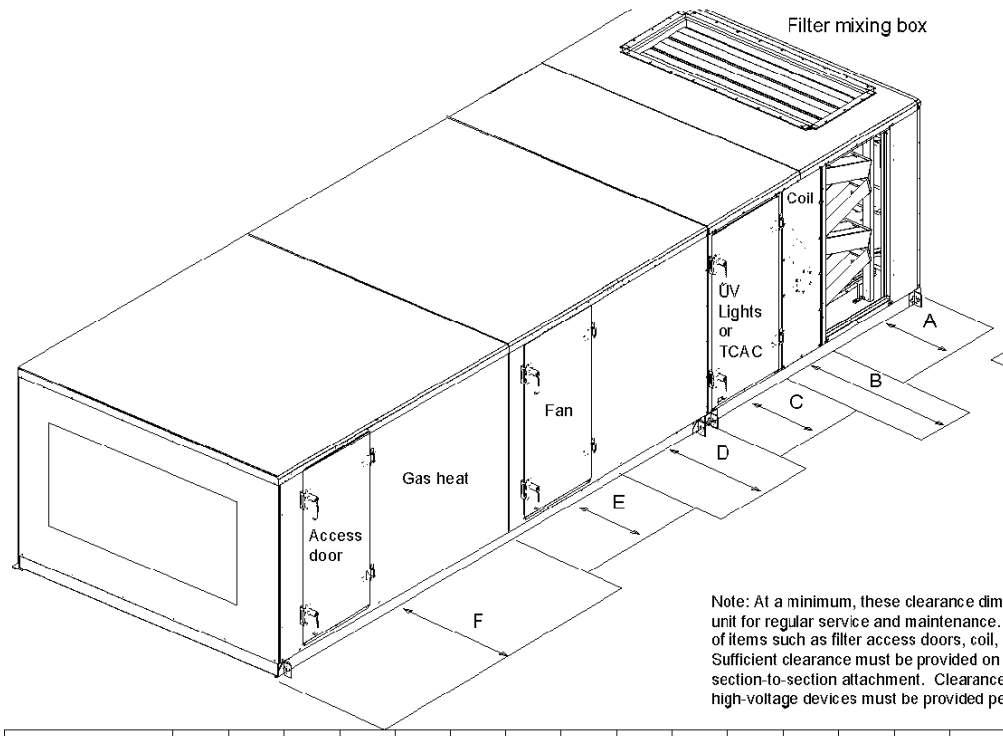
OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

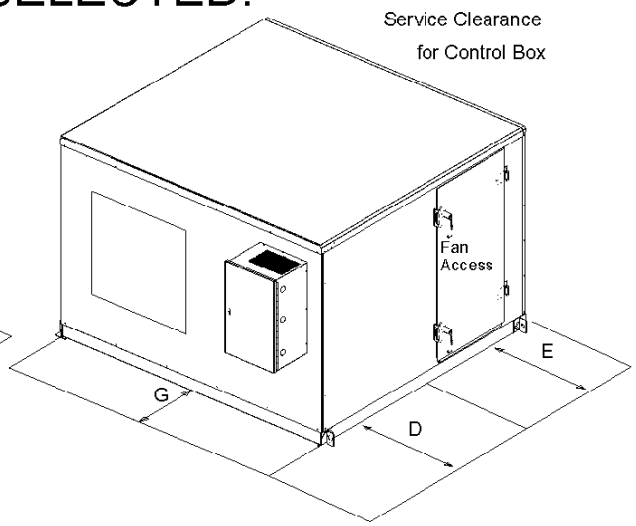
Unit size: 21	Job Name: Williamson County Justice Center (AHU Repl)	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 10920	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office:	Tags: RTU_2
Paint: Deluxe beige		Rigging weight: 3836.7 / Installed weight: 4428.6

TRANE
Performance Climate Changer Air Handlers

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EXAMPLE UNIT - NOT CONFIGURED AS SELECTED.





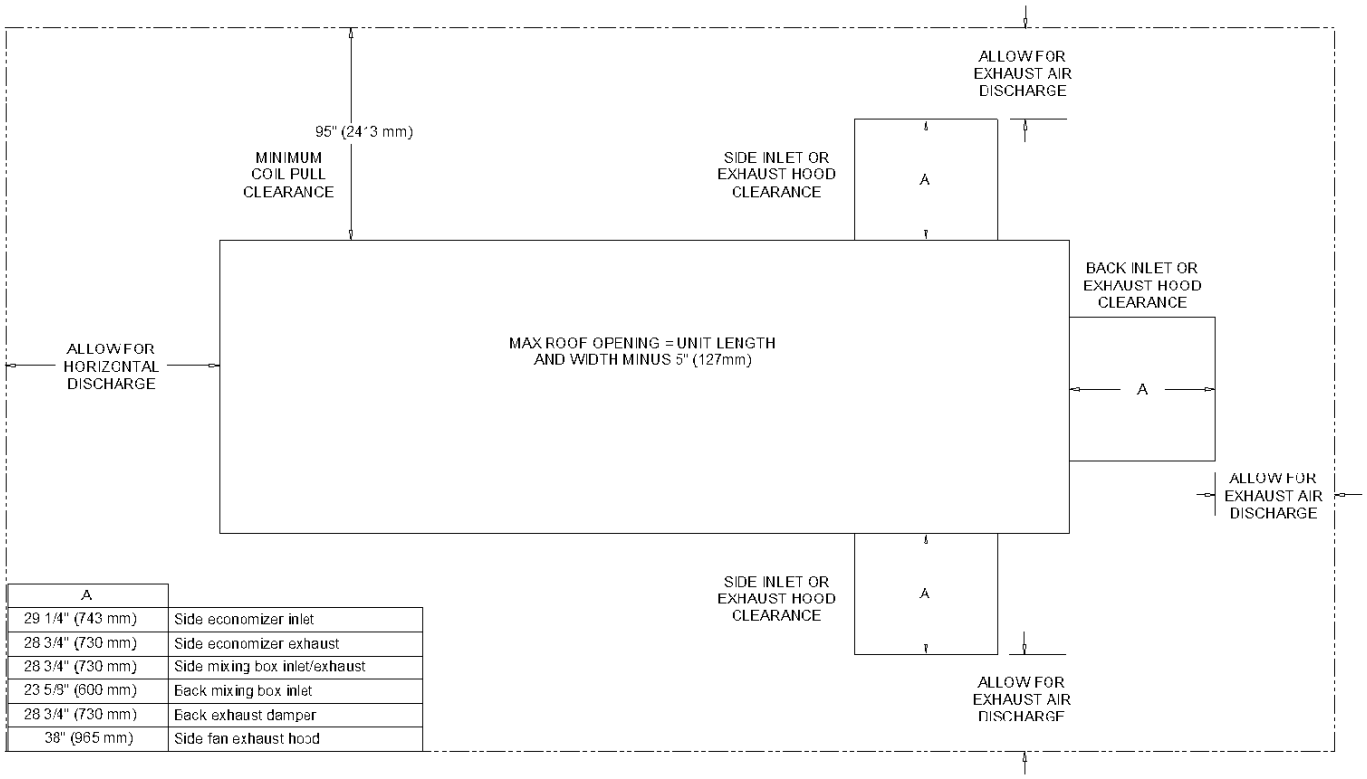
Note: At a minimum, these clearance dimensions are recommended on one side of the unit for regular service and maintenance. Refer to as-built submittal for locations of items such as filter access doors, coil, piping connections, motor locations, etc. Sufficient clearance must be provided on all sides of unit for removal of panels or section-to-section attachment. Clearance for starters, VFDs, or other high-voltage devices must be provided per NEC requirements.

Component	3	4	6	8	10	12	14	17	21	25	30	35	40	50	57	66	80	100	120
A (filter)	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	52	56	58	58
B (coil, humidifier)	48	59	59	66	77	82	87	87	95	95	109	115	128	141	141	156	156	170	197
B (staggered coil)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	67	67	76	80	88	96	96	105	105	113	129
C (UV Lights)	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	52	56	58	58
C (TCAC)	43	59	59	63	75	81	83	83	58	58	83	75	83	83	83	83	83	75	83
D (External Starter, VFD, LV box or Overload box)	61	61	61	61	61	61	61	61	64	64	64	64	64	64	64	64	64	64	64
D (Internal Starter or VFD)	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48
E (fan)	48	48	48	48	51	54	58	61	60	66	66	66	70	77	77	93	93	101	101
F (Gas Heat Ext Vestible)	N/A	N/A	89	90	108	100	100	105	115	115	118	136	140	156	156	170	179	180	N/A
F (Gas Heat Int Vestible)	N/A	N/A	56	63	74	79	84	84	92	92	106	112	125	138	138	153	153	167	194

Component	All Sizes
G (Side mount LV box)	36
G (Front mount LV box)	13

CSAA
Quantity: 1
Tags: RTU_2

Job Name: Williamson County Justice Center (AHU Repl)



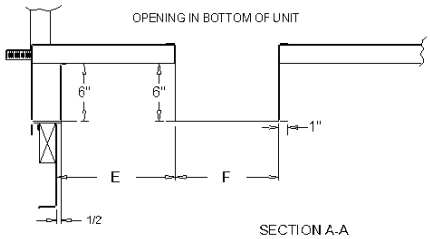
A	
29 1/4" (743 mm)	Side economizer inlet
28 3/4" (730 mm)	Side economizer exhaust
28 3/4" (730 mm)	Side mixing box inlet/exhaust
23 5/8" (600 mm)	Back mixing box inlet
28 3/4" (730 mm)	Back exhaust damper
38" (965 mm)	Side fan exhaust hood

CSAA
Quantity: 1
Tags: RTU_2

Job Name: Williamson County Justice Center (AHU Repl)

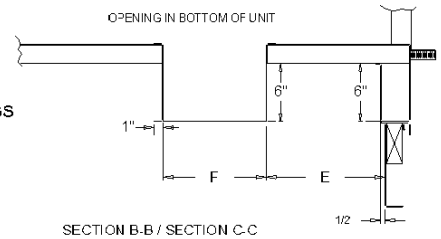
RELATIONSHIP OF CURB TO UNIT AS-BUILT

RECTANGULAR OPENINGS



SECTION A-A

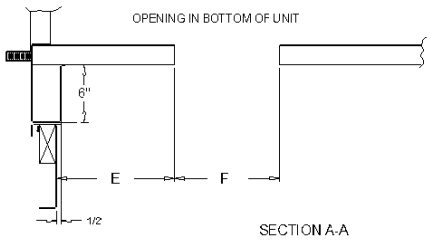
SUPPLY FAN OR DISCHARGE PLENUM (SEE NOTE 1)



SECTION B-B / SECTION C-C

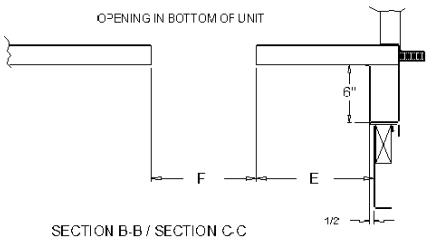
MIX BOX, RETURN FAN OR EXHAUST FAN SECTION (SEE NOTE 1)

ROUND OPENINGS



SECTION A-A

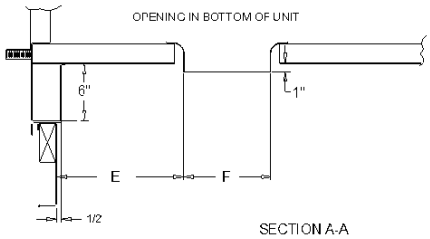
SUPPLY FAN OR DISCHARGE PLENUM (SEE NOTE 1)



SECTION B-B / SECTION C-C

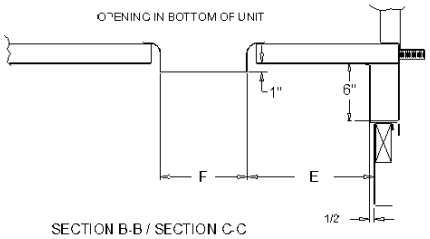
MIX BOX, RETURN FAN OR EXHAUST FAN SECTION (SEE NOTE 1)

BELLMOUTH OPENINGS



SECTION A-A

SUPPLY FAN OR DISCHARGE PLENUM (SEE NOTE 1)

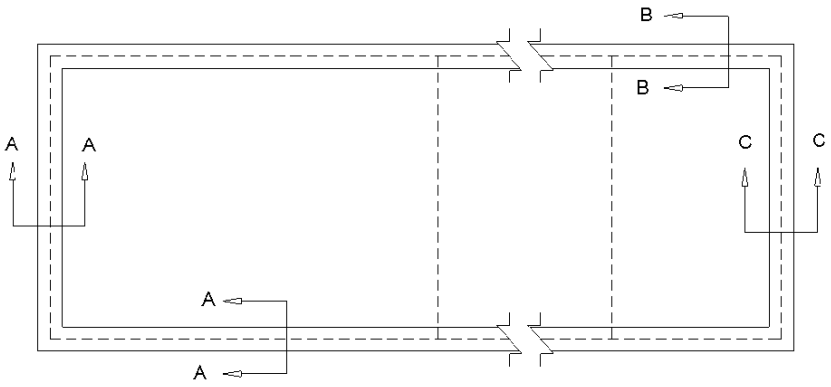


SECTION B-B / SECTION C-C

MIX BOX, RETURN FAN OR EXHAUST FAN SECTION (SEE NOTE 1)

NOTE:

1. E and F are representative of dimensions on the accessory as-built used to locate opening(s) in the roof surface.



CSAA
Quantity: 1
Tags: RTU_2

Job Name: Williamson County Justice Center (AHU Repl)

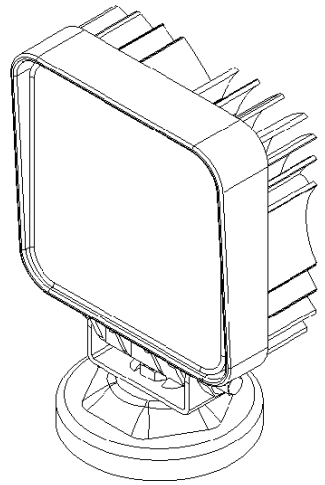
Base Detail

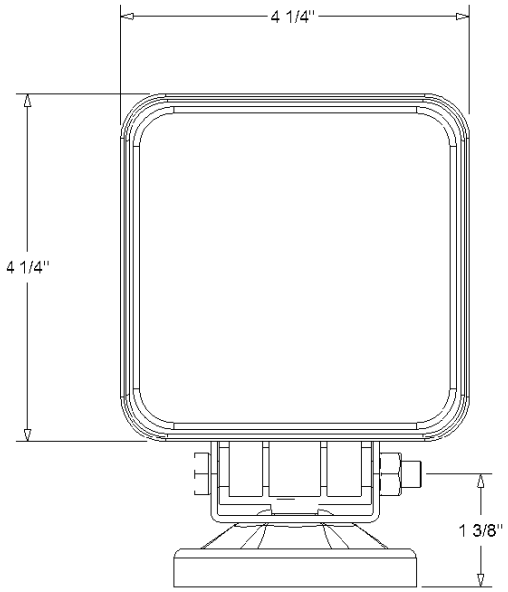


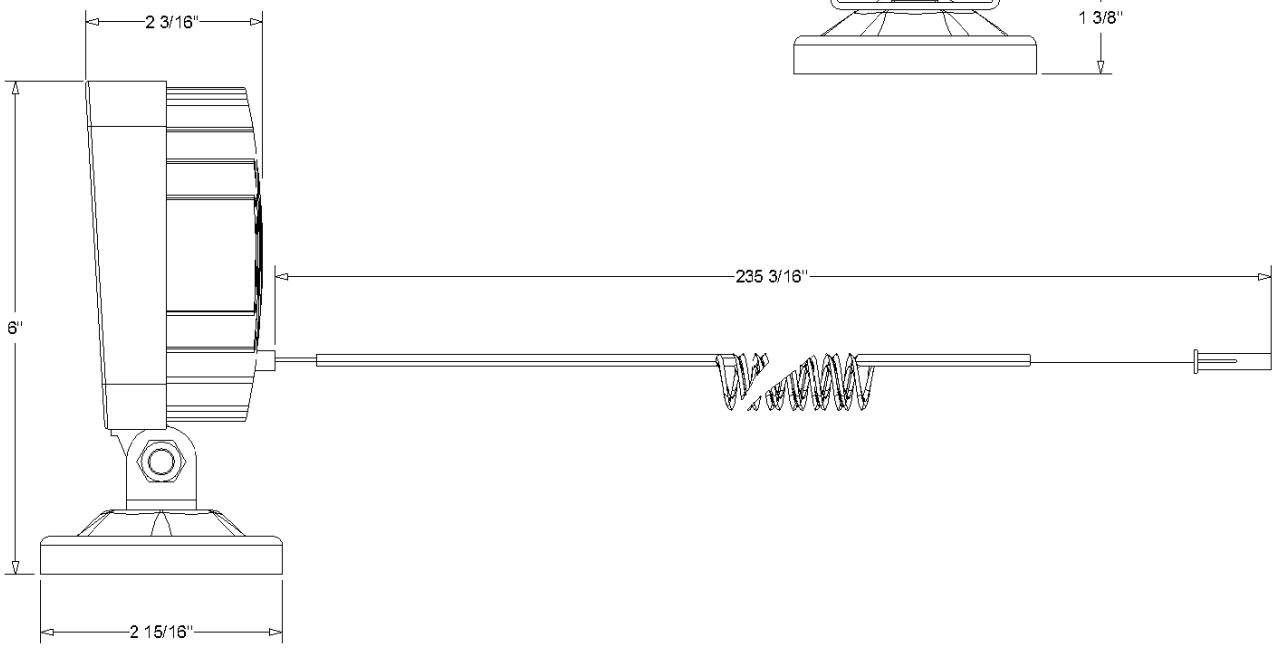
Marine LED Light

SPECIFICATIONS:

VOLTAGE: 24VAC +33 % -25 %
POWER CONSUMPTION: 19VA
WIRE: 16 GA RED AND BLACK
LIFE: 25,000 HRS
TEMPERATURE RANGE: -40C TO 40C
CONNECTION: AC SUPPLY
ENVIRONMENTAL PROTECTION: WATER/DUST INTRUSTION
IP RATING: IP65
MAGNETIC FLUX DENSITY: 1200 GAUSS ±100

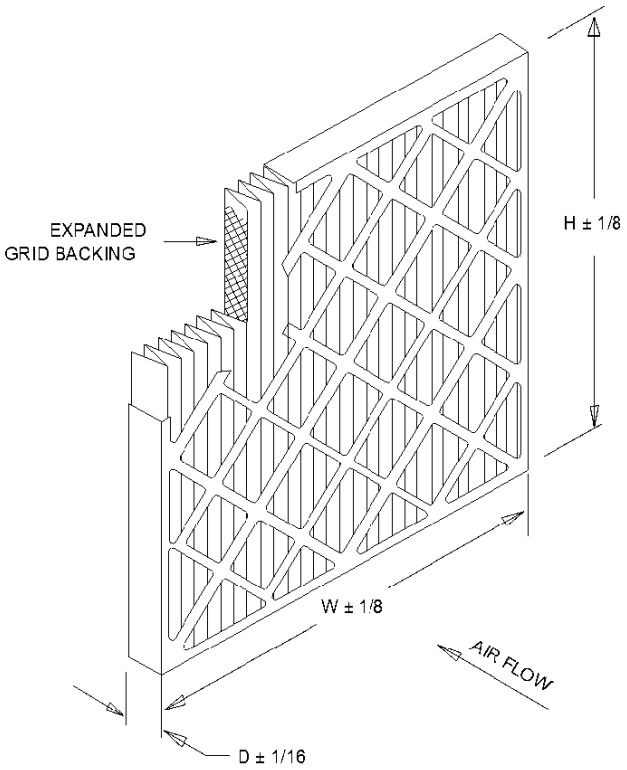






CSAA
Quantity: 1
Tags: RTU_2

Job Name: Williamson County Justice Center (AHU Repl)



STANDARD CONSTRUCTION
1. 100 % Synthetic White Un-Dyed Media
2. 10.0 Pleats Per Foot
3. Expanded Metal Pleat Supports
4. Moisture Resistant Beverage Board Frame
5. Double Wall Frame

NOTES
1. MERV 8-A Per ASHRAE 52.2-2007 Appendix J.
2. Final Resistance: 1/0" W.G.
3. Rated Velocity: 500 FPM
4. Class 2 Filter Per U.L. Standard 900
5. Maximum Operating Temperature: 225 DEG. F

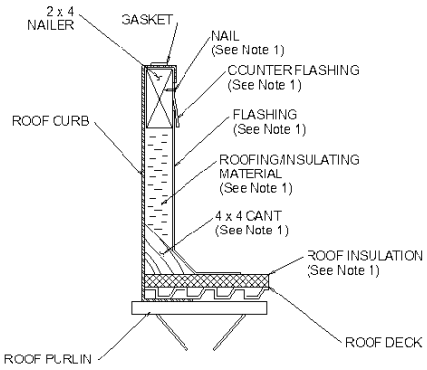
MODEL NUMBER	NOMINAL SIZE IN. W X H X D	ACTUAL SIZE IN. W X H X D	RATED AIR FLOW CFM	INITIAL RESISTANCE IN. W.G.	MEDIA AREA SQ. FT.
MX40-STD2-217	10 X 20 X 2	9-1/2 X 19-1/2 X 1-3/4	700	0.29	4.7
MX40-STD2-220	12 X 20 X 2	11-1/2 X 19-1/2 X 1-3/4	840	0.29	5.5
MX40-STD2-210	12 X 24 X 2	11-3/8 X 23-3/8 X 1-3/4	1000	0.29	6.2
MX40-STD2-239	14 X 20 X 2	13-1/2 X 19-1/2 X 1-3/4	980	0.29	5.7
MX40-2TD2-241	14 X 25 X 2	13-1/2 X 24-1/2 X 1-3/4	1220	0.29	7.1
MX40-STD2-245	15 X 20 X 2	14-1/2 X 19-1/2 X 1-3/4	1050	0.29	6.2
MX40-STD2-201	16 X 20 X 2	15-1/2 X 19-1/2 X 1-3/4	1120	0.29	6.7
MX40-STD2-216	16 X 24 X 2	15-3/8 X 23-3/8 X 1-3/4	1340	0.29	8.0
MX40-STD2-202	16 X 24 X 2	15-1/2 X 24-1/2 X 1-3/4	1400	0.29	8.0
MX40-STD2-280	15 X 20 X 2	17-1/2 X 19-1/2 X 1-3/4	1250	0.29	7.8
MX40-STD2-212	18 X 24 X 2	17-3/8 X 23-3/8 X 1-3/4	1500	0.29	9.3
MX40-STD2-285	18 X 25 X 2	17-1/2 X 24-1/2 X 1-3/4	1570	0.29	9.7
MX40-STD2-203	20 X 20 X 2	19-1/2 X 19-1/2 X 1-3/4	1400	0.29	8.3
MX40-STD2-211	20 X 24 X 2	19-3/8 X 23-3/8 X 1-3/4	1670	0.29	9.9
MX40-STD2-204	20 X 25 X 2	19-1/2 X 24-1/2 X 1-3/4	1750	0.29	10.3
MX40-STD2-205	24 X 24 X 2	23-3/8 X 23-3/8 X 1-3/4	2000	0.29	11.7
MX40-STD2-225	25 X 25 X 2	24-1/2 X 24-1/2 X 1-3/4	2170	0.29	13.6

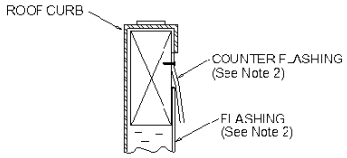
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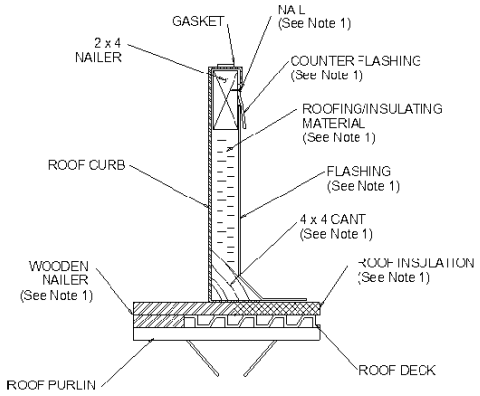
Job Name: Williamson County Justice Center (AHU Repl)

Recommendation for Roof Curb Installation

Refer to Performance IOM for specific installation instructions





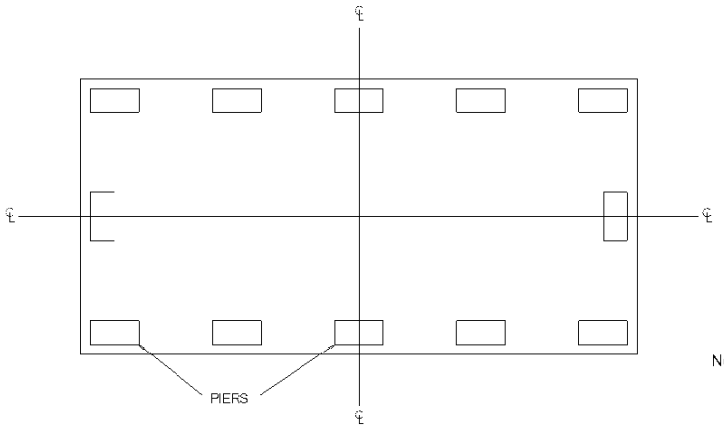


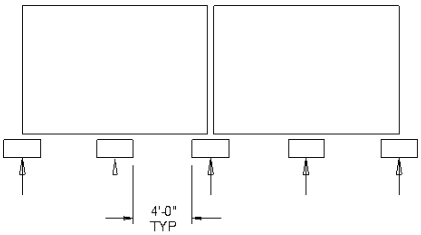
Note:

1. Materials to attach roof curb to roof are to be supplied by the installer.
2. Flashing or counter flashing should not come to or over top of curb.
3. Roof curb must be mechanically fastened to roof surface.

Recommendation for Pier Mounting

Refer to Performance IOM for specific installation instructions





Note:

1. Pier supports should be inside 3" (3 - 50) or 4" (57 - 120) flat of unit base. Unit cannot be supported by unit base drip leg.
2. Piers beneath shipping splits must be structurally sound to support the weight of the unit.

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Job Name: Williamson County Justice Center (AHU Repl)

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Quantity: 1
Tags: RTU_2

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Product Version: 1

SUPPLY FAN 1 SCHEMATIC PAGE 1 OF 2

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NOTES:

1. DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. PHANTOM LINES INDICATE CONTROL OPTION. REF. CONTROL PANEL SCHEMATIC FOR SPECIFIC DETAIL.
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3. THE MINIMUM CIRCUIT AMPACITY, THE MAXIMUM FUSE SIZE AND DISCONNECT SIZE ARE CALCULATED BASED ON THE INVERTER INPUT LINE CURRENTS PER ARTICLE 430-2 OF THE NATIONAL ELECTRICAL CODE.

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9 REMOVE JUMPER AND INSTALL FIELD SAFETY INTERLOCK.

CAUTION

USE COPPER CONDUCTORS ONLY!

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FAILURE TO DO SO MAY CAUSE DAMAGE TO THE EQUIPMENT.

ATTENTION

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⚠ WARNING

HAZARDOUS VOLTAGE!

DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK OUT AND TAG PROCEDURES BEFORE SERVICING. INSURE THAT ALL MOTOR CAPACITORS HAVE DISCHARGED STORED VOLTAGE. UNITS WITH VARIABLE SPEED DRIVE, REFER TO DRIVE INSTRUCTIONS FOR CAPACITOR DISCHARGE.

FAILURE TO DO THE ABOVE BEFORE SERVICING COULD RESULT IN DEATH OR SERIOUS INJURY.

⚠ AVERTISSEMENT

TENSION DANGEREUSE!

COUPER TOUTES LES TENSIONS ET OUVRIR LES SECTIONNEURS À DISTANCE, PUIS SUIVRE LES PROCÉDURES DE VERROUILLAGE ET DES ÉTIQUETTES AVANT TOUTE INTERVENTION. VÉRIFIER QUE TOUS LES CONDENSATEURS DES MOTEURS SONT DÉCHARGÉS. DANS LE CAS D'UNITÉS COMPORTANT DES ENTRAÎNEMENTS À VITESSE VARIABLE, SE REPORTER AUX INSTRUCTIONS DE L'ENTRAÎNEMENT POUR DÉCHARGER LES CONDENSATEURS.

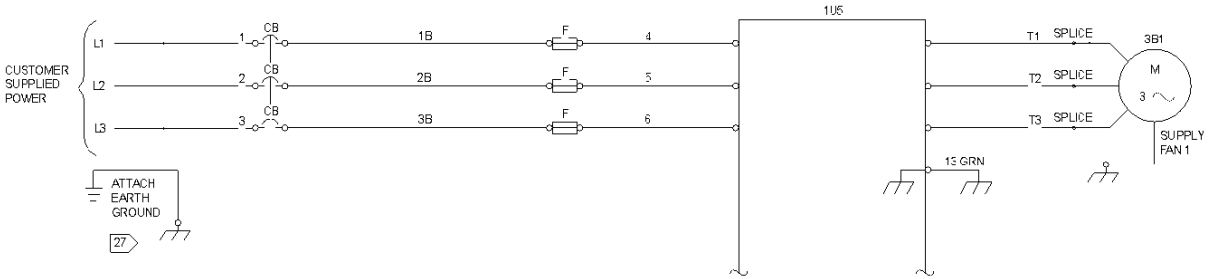
NE PAS RESPECTER CES MESURES DE PRÉCAUTION PEUT ENTRAÎNER DES BLESSURES GRAVES POUVANT ÊTRE MORTELLES.

⚠ ADVERTENCIA

¡VOLTAJE PELIGROSO!

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SEE PAGE 2

VFD FUSES				
FUSE	VOLTAGE	PANEL HP (MAX)	P/N	CLASS
1F40 1F41 1F42	200/230	0.5-2	LP-CC-10	CC
		3	LP-CC-15	CC
		5	LP-CC-25	CC
		7.5-10	JJN-50	T
		15	JJN-80	T
		20-25	JJN-100	T
		30-40	JJN-150	T
		50	JJN-200	T
	460	0.5-2	LP-CC-10	CC
		3-5	LP-CC-15	CC
		7.5-10	LP-CC-25	CC
		15-20	JJS-50	T
		25-30	JJS-80	T
		40	JJS-100	T
		50-60	JJS-125	T
		75-100	JJS-200	T
	575	3-10	LP-CC-20	CC
		15-20	LP-CC-30	CC
		25-40	JJS-80	T
		50-75	JJS-125	T
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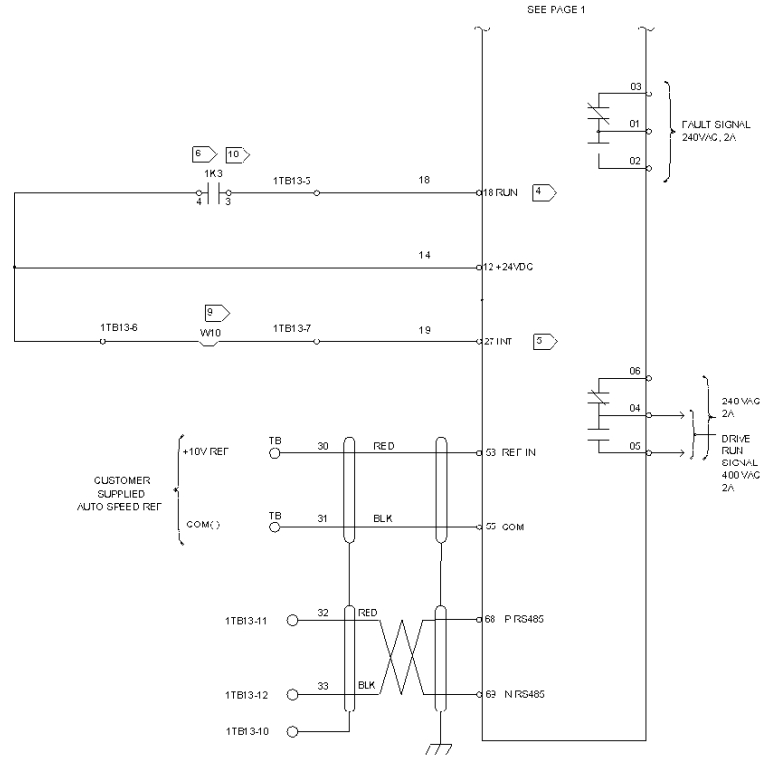
27 ATTACH GROUND OR EQUIPMENT GROUND.

DEVICE PREFIX LOCATION CODE	
AREA	LOCATION
1	HIGH VOLTAGE PANEL
2	LOW VOLTAGE PANEL (UNIT SCHEMATIC)
3	AIR HANDLER SECTION

LEGEND	
DEVICE DESIGNATION	DESCRIPTION
1CB11	CIRCUIT BREAKER
1F40 TO 1F42	VFD FUSES
1K3	START/STOP RELAY
1TB13	TERMINAL STRIP CONTROL CIRCUIT
1U5	VFD CONTROLLER
3B1	MOTOR 1

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SUPPLY FAN 1 SCHEMATIC PAGE 2 OF 2



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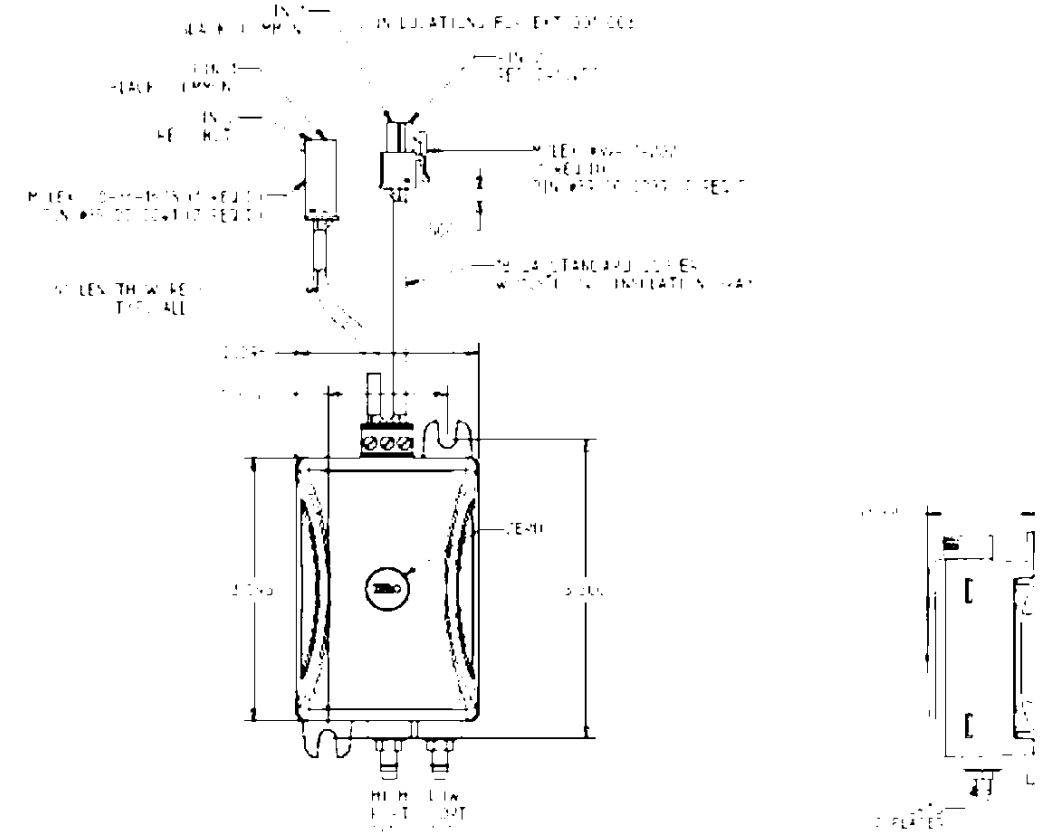
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1U5	VFD CONTROLLER
3B1	MOTOR 1

CSAA
Quantity: 1
Tags: RTU_2

Job Name: Williamson County Justice Center (AHU Repl)



NOTE:

1. PRESSURE CONNECTIONS: 3/16" OD BARBED FITTING FOR ¼" TUBING
2. OPERATING TEMPERATURE: 0 - 85 C
3. COMPENSATED TEMPERATURE: 0 - 50 C
4. LOAD IMPEDANCE: 500 OHMS
5. TERMINATION: SCREW TERMINAL BLOCK
6. ACCURACY: 0.25%
7. INPUT VOLTAGE: 24VAC (NOMINAL)

GENERAL

Outdoor air handling units will be shipped with all openings covered to protect unit interior from in-transit debris.

Installing contractor is responsible for long term storage in accordance with the Installation, Operation, and Maintenance manual (CLCH-SVX07*-EN).

Unit shall be UL and C-UL Listed.

Supply fans within the scope of AHRI Standard 430 are "Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430/431. AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third-party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org".

Unit sound performance data shall be reported as sound power. Trane, in providing this program and data, does not certify or warrant NC levels. These levels are affected by factors specific to each application and/or installation and therefore unable to be predicted or certified by Trane. Refer to product data for specific fan footnote references.

Manufacturer provided VFDs shall be certified to AHRI Standard 1210 "Performance Rating of Variable Frequency Drives" to ensure documented and reliable VFD efficiency.

Unit Construction

Outdoor unit roofs shall incorporate a standing seam on the exterior to ensure a rigid roof construction and prevent water infiltration. Roof assembly shall overhang all walls by 1.5-inch minimum to prevent sheeting from roof to side panels. Rain gutters shall also be provided over all doors shorter than total unit height to direct rain away from the door assembly. Outdoor roofs shall be sloped, not less than 0.125 inches per foot, for water drainage. Where outdoor units are shipped in multiple sections, provide standing-seam joiners at each split with adhesive, hardware, and cover strips for field joining by the installing contractor.

All unit panels shall be 2" solid, double-wall construction to facilitate cleaning of unit interior. Unit panels shall be provided with a mid-span, no-through-metal, internal thermal break. Casing thermal performance shall be such that under 55°F supply air temperature and design conditions on the exterior of the unit of 81°F dry bulb and 73°F wet bulb, condensation shall not form on the casing exterior.

All outdoor AHU interior casing panels will be made of galvanized steel.

External surface of unit casing will be coated with water-based polyurethane paint. Color to be "Deluxe beige". Factory-painted units will be able to withstand a salt spray test in accordance with ASTM B117 for a minimum of 500 consecutive hours and shall meet the following requirements following the salt-spray test:
- Mean scribe creepage rating of at least 6 per ASTM D1654 procedure A
- Blister size no larger than #6 per ASTM D714
- Blister density no greater than Medium per ASTM D714
- No onset of red rust

Casing Deflection
The casing shall not exceed 0.0042 inch deflection per inch of panel span at 1.00 times design static pressure. Maximum design static shall not exceed +8 inches w.g. in all positive pressure sections and -8 inches w.g. in all negative pressure sections.

Floor Construction
The unit floor shall be of sufficient strength to support a 300.0 lb load during maintenance activities and shall deflect no more than 0.0042 inch per inch of panel span.

Unit base
Manufacturer to provide a full perimeter integral base frame for either ceiling suspension of units or to support and raise all sections of the unit for proper trapping. Indoor unit base frame will either be bolted construction or welded construction. All outdoor unit base frames shall be welded construction. For indoor units, refer to schedule for base height and construction type. Contractor will be responsible for providing a housekeeping pad when unit base frame is not of sufficient height to properly trap unit. Unit base frames not constructed of galvanized steel shall be chemically cleaned and coated with both a rust-inhibiting primer and finished coat of rust-inhibiting enamel. Unit base height to be included in total height required for proper trap height.

Insulation
Panel insulation shall provide a minimum thermal resistance (R) value of 13 ft^2-h-°F/Btu throughout the entire unit. Insulation shall completely fill the panel cavities in all directions so that no voids exist and settling of insulation is prevented. Panel insulation shall comply with NFPA 90A.

Drain Pan
In sections provided with a drain pan, the drain pan shall be designed in accordance with ASHRAE 62.1. To address indoor air quality (IAQ) the drain pan shall be sloped in two planes promoting positive drainage to eliminate stagnant water conditions. Drain pan shall be insulated, and of double wall construction. The outlet shall be the lowest point on the pan, and shall be of sufficient diameter to preclude drain pan overflow under normally expected operating conditions. All drain pans connections shall have a threaded connection, extending a minimum of 2-1/2" beyond the unit base, and shall be made from the same material as the drain pan. Drain pan located under a cooling coil shall be of sufficient size to collect all condensate produced from the coil.
Refer to Product Data for specific information on which sections are supplied with a drain pan, the drain pan material and connection location.

Access Door Construction
Access doors shall be 2" double wall construction. Interior and exterior door panels shall be of the same construction as the interior and exterior wall panels respectively. All doors shall be provided with a thermal break construction of door panel and door frame. Gasketing shall be provided around the full perimeter of the doors to prevent air leakage. Surface mounted handles shall be provided to allow quick access to the interior of the functional section and to prevent through cabinet penetrations that could likely weaken the casing leakage and thermal performance. Handle hardware shall be designed to prevent unintended closure. Access doors shall be hinged and removable for quick easy access. Hinges shall be interchangeable with the door handle hardware to allow for alternating door swing in the field to minimize access interference due to unforeseen job site obstructions. Door handle hardware shall be adjustable and visually indicate locking position of door latch external to the section. Door hinges shall be galvanized.

All doors shall be a minimum of 60" high when sufficient height is available or the maximum height allowed by the unit height.

Door handles shall be provided for each latching point of the door necessary to maintain the specified air leakage integrity of the unit. Optionally for indoor AHUs and as standard on outdoor AHUs, outward swing doors are provided with a single handle linked to multiple latching points. An optional shatterproof window shall be provided in access doors where indicated on the plans. Window shall either be single pane, or thermal dual pane, as defined on schedule. Window shall be capable of withstanding unit operating pressures and shall be safe for viewing UV-C lamps.
Refer to Product Data for specific information on which sections are supplied with an access door, the door location, a single handle and a window.

Factory-supplied Curb
Outdoor AHU will be provided with a factory-supplied roof curb. Curb will be shipped to jobsite disassembled. Contractor will be responsible for assembly and mounting to roof structure per the Roof Curb Manual. Units with factory-supplied external piping cabinet(s), the factory-supplied curb will include a curb section for the pipe cabinet(s).
Refer to the Roof Curb Detail drawing and Product Data section of submittal for height of factory-supplied roof curb(s).

Marine Light
A factory-mounted, weather resistant (enclosed and gasketed to prevent water and dust intrusion), light emitting diode (LED) fixture shall be provided in sections of the unit as specified for maintenance and service visibility. Fixture shall be complete with aluminum die cast housing, polycarbonate lens designed for maximum light output, and LEDs wired to a single switch within a factory provided service module. LED lighting shall provide instant-on "white" light and have a minimum 50,000 hour life. Fixtures shall be designed for flexible positioning during maintenance and service activities for optimal location. All lights within the unit shall be wired to a single switch within the factory provided service module.
Service module shall be provided on the fan section.
Refer to the Product Data section of the submittal for sections with marine lights.

Lifting Instructions
The air handling units must be rigged, lifted, and installed in strict accordance with the Installation, Operation, and Maintenance manual (CLCH-SVX07G-EN). The units are also to be installed in strict accordance with the specifications. Units may be shipped fully assembled or disassembled to the minimum functional section size in accordance with shipping and job site requirements.

Outdoor units shall be shipped on 6" integral base frame for the purpose of mounting units on a roof curb or field-supplied pier support system. Refer to the Product Data section for type of the base frame provided (for roof curb or pier-mount).

All units will be shipped with an integral base frame designed with the necessary number of lift points for safe installation. All lifting lugs are to be utilized during lift. The lift points will be designed to accept standard rigging devices and be removable after installation. Units shipped in sections will have a minimum of four points of lift.

MIXING SECTION
A mixing section shall be provided to support the damper assembly for outdoor, return, and/or exhaust air.

Dampers
Dampers shall modulate the volume of outdoor, return, or exhaust air. The dampers shall be of double-skin airfoil design with metal, compressible jamb seals and flexible blade-edge seals on all blades. The blades shall rotate on stainless-steel sleeve bearings. The dampers shall be rated for a maximum leakage rate of 3 cfm/ft² at 1 in. w.g. complying with ASHRAE 90.1 maximum damper leakage. All leakage testing and pressure ratings shall be based on AMCA Standard 500-D. Dampers may be arranged in a parallel or opposed-blade configuration.

Inlet Hoods
Inlet hoods are provided on the outside air openings and equipped with high performance moisture eliminators to minimize water carryover from the outside into the unit casing. Eliminators also perform the function of a bird screen to prevent nesting.
Refer to the unit As-Built and Product Data section for specific information on which sections are supplied with inlet hood.

Title 24
The following specifications apply only to units with outside air and return air dampers, with actuators. The 5 year warranty applies only to these items.
This unit contains Economizer that meets or exceeds all mandatory requirements prescribed by Title 24, including but not limited to:
- 5 yr parts only warranty
- Successfully tested to 60,000 Actuations
- Less than 10 cfm/sq.ft. of damper leakage at 1" WG per AMCA 500L

Filters

Mixing sections shall be provided with a filter rack as indicated in the Product Data and As-Built sections of the submittal.

2-inch pleated media filters made with 100% synthetic fibers that are continuously laminated to a supported steel-wire grid with water repellent adhesive shall be provided. Filters shall be capable of operating up to 625 fpm face velocity without loss of filter efficiency and holding capacity. The filters shall have a MERV 8 rating when tested in accordance with the ANSI/ASHRAE Standard 52.2.

COIL SECTION WITH FACTORY INSTALLED COIL

The coil section shall be provided complete with coil and coil holding frame. The coils shall be installed such that headers and return bends are enclosed by unit casings. If two or more cooling coils are stacked in the unit, an intermediate drain pan shall be installed between each coil and be of the same material as the primary drain pan. Like the primary drain pan, the intermediate drain pan shall be designed being of sufficient size to collect all condensation produced from the coil and sloped to promote positive drainage to eliminate stagnant water conditions. The intermediate pan shall begin at the leading face of the water-producing device and be of sufficient length extending downstream to prevent condensate from passing through the air stream of the lower coil. Intermediate drain pan shall include downspouts to direct condensate to the primary drain pan. The outlet shall be located at the lowest point of the pan and shall be sufficient diameter to preclude drain pan overflow under any normally expected operating condition.

Coil with Inspection

The coil section shall include an inspection section complete with a double-wall, removable door downstream of the coil for inspection, cleaning, and maintenance. Interior and exterior door panels shall be of the same construction as the interior and exterior wall panels, respectively. All doors shall be provided with a thermal break construction of door panel and door frame.

Casing penetrations supplied for hydronic drain and vents. Piping contractor shall provide extended piping.

Water Coils (UP, WP, UW, UU, UA, 3W, 3U, W, 5W, 5A, WD, 5D, D1, D2, P, or TT)

The coils shall have aluminum fins and seamless copper tubes. Copper fins may be applied to coils with 5/8-inch tubes. Fins shall have collars drawn, belled, and firmly bonded to tubes by mechanical expansion of the tubes. The coil casing may be galvanized or stainless steel. Refer to the Product Data section of the submittal for the coil casing material.
The coils shall be proof-tested to 300 psig and leak-tested under water to 200 psig. Coils containing water or ethylene glycol are certified in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org. Propylene glycol and calcium chloride, or mixtures thereof, are outside the scope of AHRI Standard 410 and, therefore, do not require AHRI 410 rating or certification.

Coil connections are constructed of cast iron with female connections, steel block with female connections or steel pipe with male connections. Type P or TT coil connections do not extend out of unit casing. All other water coil types have connections that extend out beyond unit casing. Headers on downstream coil bank of staggered coil sections do not extend beyond the unit casing and must be completed by the on-site piping contractor.

Tubes are 1/2" [13 mm] OD 0.016" [0.406 mm] thick copper.

Tubes are 5/8" [16 mm] OD 0.020" [0.508 mm] thick copper.

ACCESS/INSPECTION / TURNING SECTION

A section shall be provided to allow additional access/inspection of unit components and space for field-installed components as needed. An access door shall be provided for easy access. All access sections shall be complete with a double-wall, removable door downstream for inspection, cleaning, and maintenance. Interior and exterior door panels shall be of the same construction as the interior and exterior wall panels, respectively. All doors downstream of cooling coils shall be provided with a thermal break construction of door panel and door frame.

DIRECT-DRIVE PLENUM FAN SECTION

The fan type shall be provided as required for stable operation and optimum energy efficiency. The fan shall be a single-width, single-inlet, multiblade-type direct-drive plenum fan. Motor bearing life of the direct-drive plenum fan shall be not less than L-10 250,000 hrs. *Refer to the Product Data section for fan quantity and number of blades selected within each unit.* Central Station Air Handling Unit Supply Fans are "Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430/431. AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third-party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org" Central Station Air Handling Unit Supply Fans shall be tested and rated in-accordance with AHRI Standard 260 for sound performance.

Fans that are selected with inverter balancing shall first be dynamically balanced at design RPM. The fans then will be checked in the factory from 25% to 100% of design RPM to insure they are operating within vibration tolerance specifications, and that there are no resonant frequency issues throughout this operating range. Inverter balancing that requires lockout frequencies inputted into a variable frequency drive to in order to bypass resonant frequencies shall not be acceptable. If supplied in this manner by the unit manufacturer, the contractor will be responsible for rebalancing in the field after unit installation. Fans selected with inverter balancing shall have a maintenance free grounding assembly installed on the fan motor to discharge both static and induced shaft currents to ground.

On units supplied with plenum or motorized impeller fans, door guard(s) shall be supplied on the access door(s) to the fan and those downstream access door(s) where unintended access to the plenum or motorized impeller fan could occur. Door guard is intended to deter unauthorized entry and incidental contact with rotating components. *Refer to the Product Data section for fans with access door guard(s).*

Motor Frame

The motor shall be mounted integral to the isolated fan assembly and furnished by the unit manufacturer. The motor is mounted inside the unit casing on an adjustable base to permit adjustment of drive belt tension (not applicable for direct drive plenum fans). The motor shall meet or exceed all NEMA Standards Publication MG 1 requirements and comply with NEMA Premium efficiency levels when applicable except for fractional horsepower motors which are not covered by the NEMA classification. The motor shall be T-frame, squirrel cage with size, type, and electrical characteristics as shown on the equipment schedule. *Refer to the Product Data section for selected fan motors within each unit.*

Two-Inch Spring Isolators

Direct-drive fan and motor assemblies shall be internally isolated from the unit casing with 2-inch (50.8 mm) deflection spring isolators. The isolation system shall be designed to resist loads produced by external forces, such as earthquakes, and conform to the current IBC seismic requirements.

Single transmitter

The fan shall have an airflow measurement system to measure fan airflow directly or to measure differential pressure that can be used to calculate fan airflow. The system shall predict airflow within +/5 percent total accuracy (device & transmitter) when operating within the stable operating region of the fan curve. On units supplied with multiple direct drive fans, one fan is tubed and one transmitter is supplied for the total array. The submitted fan airflow performance and noise levels shall not be affected by the installation of the device. Any device that provides an obstruction to the fan inlet will not be accepted. Refer to the Product Data section for fans with flow meters.

Combination VFD / Disconnect
A combination Variable Frequency Drive (VFD) / disconnect shall be provided when variable air volume control is required for fan operation. Whether for single fan, dual fan, or fan array applications, a single VFD shall be provide to ensure proper operation and to optimize operating life. Each VFD / disconnect shall be properly sized, factory mounted in a full metal enclosure, wired to the fan motor(s), and commissioned to facilitate temporary heating, cooling, ventilation, and/or timely completion of the project. VFD / disconnects shall include a circuit breaker disconnect with a through-the-door interlocking handle and shall be lockable. The VFD package shall also include:

a) Electronic manual speed control
b) Hand-Off-Auto (H-O-A) selector switch
c) Inlet fuses to provide maximum protection against inlet short circuit
d) Current limited stall prevention
e) Auto restart after momentary power loss
f) Speed search for starting into rotating motor
g) Anti-windmill w/DC injection before start
h) Phase-to-phase short circuit protection
i) Ground fault protection
j) Manual motor protection MMP

Units with factory-mounted controls shall include power wiring from the VFD panel to the control system transformers, binary output on/off wiring, analog output-speed-signal wiring, and all interfacing wiring between the VFD and the direct digital controller.

The VFD shall be UL508C listed and CSA certified and conform to applicable NEMA, ICS, NFPA, & IEC standards.

The supply fan's Starter/VFD shall be mounted internal of unit casing in the controls section. The internal enclosure shall be an integral part of the unit casing to allow for thermal venting to casing interior, but shall be accessible from unit exterior through access door. Internally mounted starters shall have doors with the same construction as other doors on unit. An external disconnect shall be mounted through the door to the starter/VFD to disconnect full power from starter/VFD.

Motor Wiring Conduit
The fan motor wiring shall be factory-wired to the unit-mounted starter/disconnect, variable frequency drive, or external motor junction box within flexible metal conduit of adequate length so that the fan vibration isolation, if applicable, will not be restricted. *Refer to the Product Data section for fans with motor wiring conduit.*

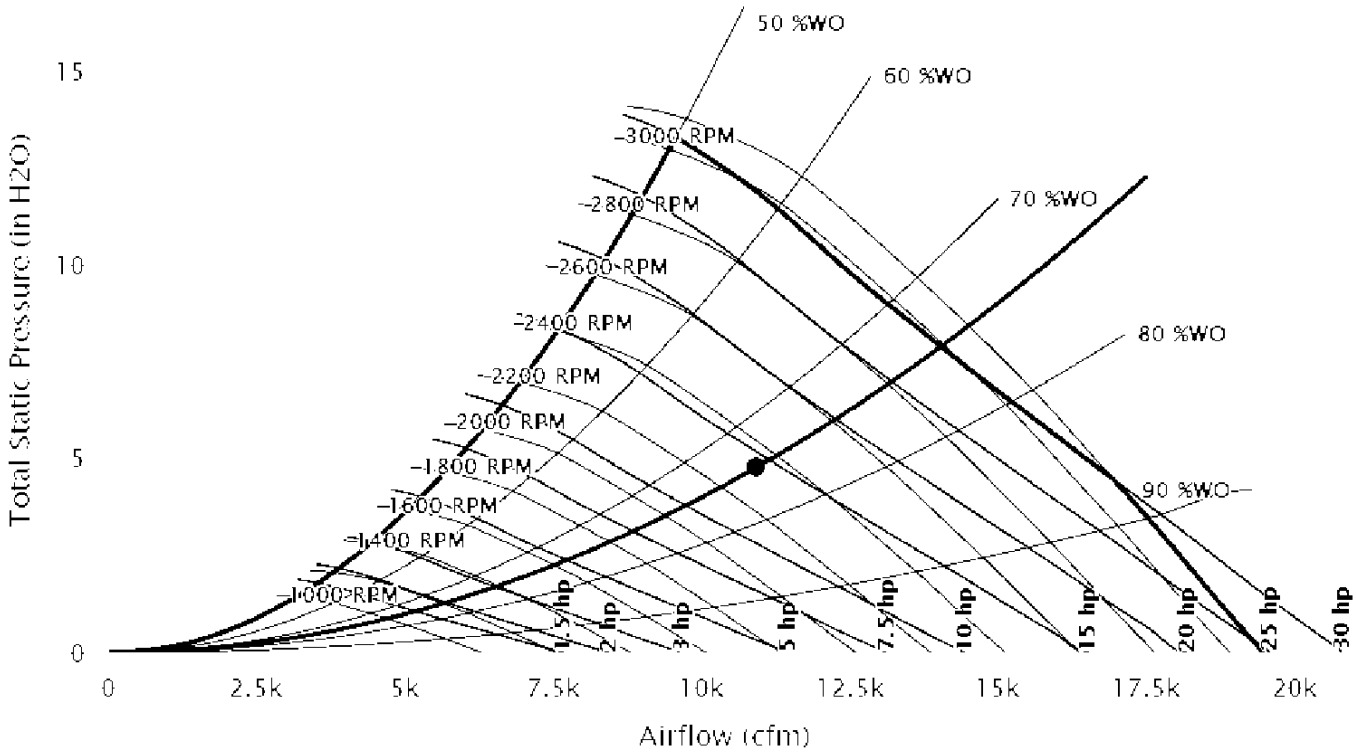
DocuSign Envelope ID: DB83B125-D923-4E1E-BDF4-FB70F3680D10

Fan Details

Unit Size	22UF	**Operating Brake Power**	14.175 hp
Motor Frequency	79.00 Hz	**Altitude**	0.00 ft
Operating Airflow	10,920 cfm	**Design Temp.**	70.00 F
Operating Static Pressure	4.796 in H2O	**Efficiency**	58.25 %
Operating RPM	2,327 rpm		

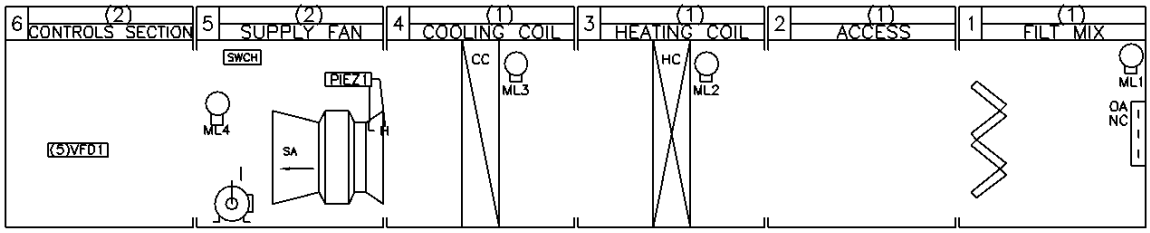
RTU_2 - Supply - Single Fan

Size 21 DDP 22.25 inch AF H Press 100% Width 9 blades



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WIRING DETAIL 1 (OUTDOOR)



DRAWN BY SERVICE ACCOUNT	Trane	
DATE 5/2/2023		CSOA–SCHEMATIC UNIT SIZE: 21 UNIT TAG: RTU_2
SOFTWARE VERSION 1.4.0		
DRAWING VERSION		

DocuSign Envelope ID: DB83B125-D923-4E1E-BDF4-FB70F3680D10

MARINE LIGHT BOX

(SEPARATE BOX)

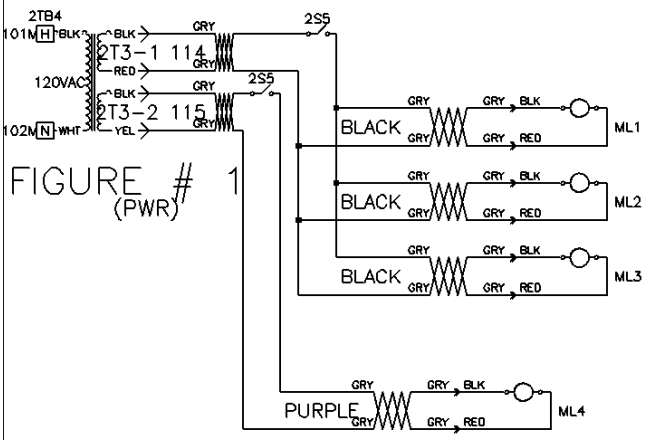


FIGURE # 1
(PWR)

DRAWN BY SERVICE ACCOUNT	Trane	
DATE 5/2/2023		CSOA-SCHEMATIC UNIT SIZE: 21 UNIT TAG: RTU_2
SOFTWARE VERSION 1.4.0		
DRAWING VERSION		

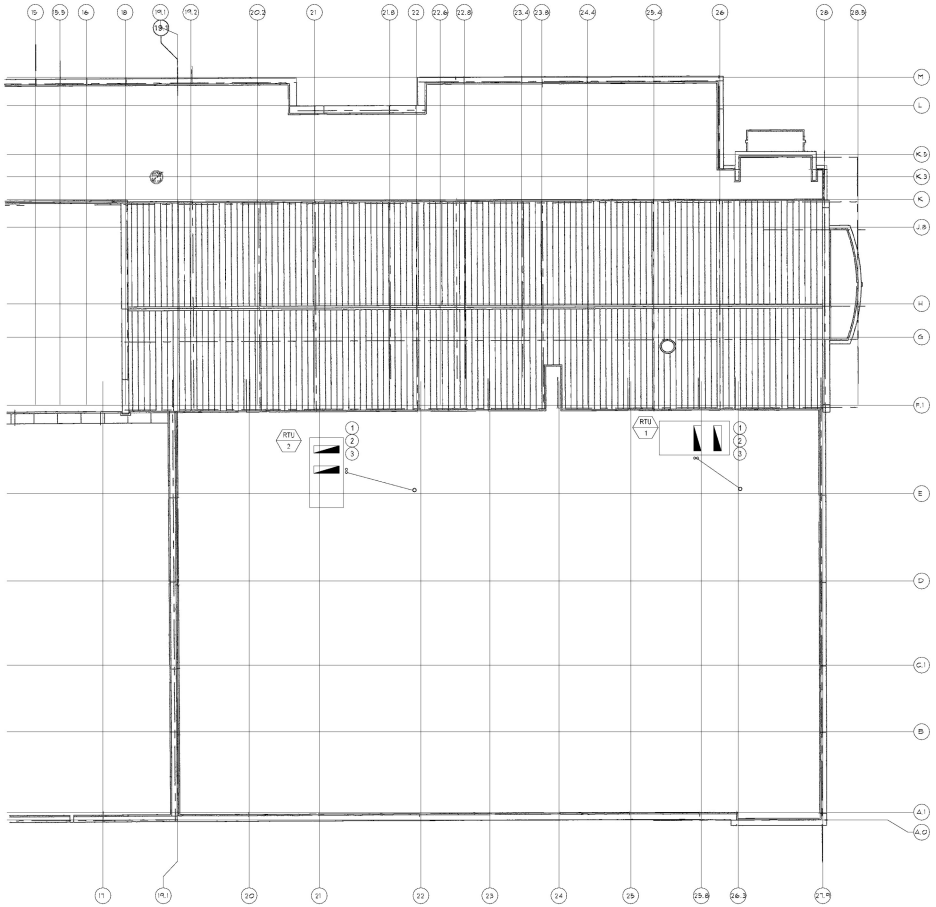
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LEGEND DETAIL 1
(OUTDOOR)

POS#	BUILD GROUP	DESCRIPTION	LABEL	PWR HR-WIRE	SIGNAL HR-WIRE	XFMR	POWER VA
0		150VA TRANSFORMER	2T3				
1		Marine Light	ML1	BLACK		2T3-1	22
3		Marine Light	ML2	BLACK		2T3-1	22
4		Marine Light	ML3	BLACK		2T3-1	22
5		Marine Light	ML4	PURPLE		2T3-2	22
5		Flow meter	PIEZ1				
6		Supply Fan VFD	VFD1				

DRAWN BY SERVICE ACCOUNT	Trane	
DATE 5/2/2023		CSOA-SCHEMATIC UNIT SIZE: 21 UNIT TAG: RTU_2
SOFTWARE VERSION 1.4.0		
DRAWING VERSION		

DocuSign Envelope ID: DB83B125-D923-4E1E-BDF4-FB70F3680D10



N

1 / M 101 MECHANICAL PLAN-ROOF
SCALE: 1/8" = 1'

0 4 8 16
SCALE (FEET)

MECHANICAL GENERAL NOTES:

1. EQUIPMENT SHALL BE INSTALLED PER THE STATE CODE AND THE EQUIPMENT MANUFACTURER'S INSTALLATION INSTRUCTIONS. THE MORE STRICT REQUIREMENT SHALL APPLY.
2. HANGERS, ANCHORS AND SUPPORTS SHALL SUPPORT THE PIPING AND THE CONTENT OF THE PIPING. HANGERS AND STRAPPING MATERIALS SHALL BE OF APPROVED MATERIALS THAT WILL NOT PROMOTE GALVANIC ACTION.
3. SUPPLY AIR DUCTWORK SHALL BE CLASSIFIED FOR 2" WC.
4. ALL DUCTWORK JOINTS SHALL BE SECURELY FASTENED AND SEALED WITH MASTICS.
5. DUCTWORK SHALL BE SUPPORTED AT MAXIMUM 8 FEET ON CENTERS. FLEXIBLE DUCTS SHALL BE SUPPORTED PER MANUFACTURER'S INSTALLATION MANUAL.
6. DUCT INSULATION SHALL HAVE FLAME INDEX OF 25 OR LESS AND SMOKE INDEX OF 50 OR LESS. EXTERNAL DUCT INSULATION FACTORY INSULATED FLEXIBLE DUCT SHALL HAVE IDENTIFIED THE MANUFACTURER, R-VALUE, FLAME AND SMOKE INDEX.
7. THESE DRAWINGS ARE DIAGRAMMATIC IN NATURE, THE MECHANICAL CONTRACTOR SHALL INCLUDE ALL NEEDED OFFSETS, CHANGES IN DIRECTION, TRANSITIONS, ETC. NEEDED FOR COMPLETE AND OPERATIONAL SYSTEMS.
8. PERFORM ALL WORK IN ACCORDANCE WITH THE, RULES & REGULATIONS OF THE APPROPRIATE STATE AND LOCAL BUILDING CODES AND SUBTITLES.
9. QUESTIONS REGARDING THESE DRAWINGS SHALL BE ADDRESSED TO THE ENGINEER PRIOR TO THE AWARDING OF THE CONTRACT. OTHERWISE THE ENGINEER'S INTERPRETATION OF THE MEANING AND INTENT OF THE DRAWINGS SHALL BE FINAL.
10. THE MECHANICAL CONTRACTOR SHALL ACCURATELY COORDINATE THE SIZES AND LOCATION OF ALL DUCTWORK, PIPING, AND EQUIPMENT WITH THE LOCATION OF LIGHTING FIXTURES, STRUCTURAL MEMBERS, AND THE WORK OF ALL OTHERS TRADES TO PREVENT CONFLICT. DUCTWORK CONFLICTING WITH LIGHTING FIXTURE LOCATIONS SHALL BE MOVED AT THIS CONTRACTOR'S EXPENSE.
11. MECHANICAL CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR AND ELECTRICAL CONTRACTOR FOR FINAL EQUIPMENT BALANCING AND TESTING OF CONTROLS.
12. FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO ORDERING ANY MECHANICAL EQUIPMENT.

MECHANICAL TAG NOTES:

1. CONTRACTOR SHALL INSTALL NEW RTU AND CURB AT EXISTING RTU OPENING.
2. DUCT MOUNTED SMOKE DETECTOR TO BE INSTALLED IN BOTH SUPPLY & RETURN AIR DUCT BY MECHANICAL CONTRACTOR. ELECTRICAL CONTRACTOR TO FURNISH & WIRE DUCT MOUNTED SMOKE DETECTORS.
3. CONNECT NEW RTU TO EXISTING DUCT WORK. CONNECT TO EXISTING CWR, CWS, HWR, AND HWS LINES.

STATE OF TEXAS
CHARLES A. WITT III
114625
REGISTERED
PROFESSIONAL ENGINEER
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHARLES A. WITT III, P.E. 114625, ON 21 JUN, 2023.
Charles A Witt III

Mark	Description	Date
1	100% DESIGN SUBMITTAL	21-JUN-23

ENGINEERING SOLUTIONS
650 SHELL STONE TRAIL
GEORGETOWN, TX 78628
C: 512-639-3131
CO. # F-15327

MECHANICAL PLAN- ROOF

JUSTICE CENTER MAU REPLACEMENT-PO # 183238
WILLIAMSON COUNTY
GEORGETOWN, TX

SHEETNUMBER

M 1.0

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Trane Performance Climate Changer Air Handler

Unit Overview - RTU_1

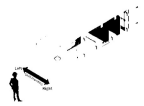
Application	Unit Size	External Dimensions Height	Width	Length	Weight Installed	Rigging
Outdoor unit	CSAA021	59.0 in	80.0 in	167.0 in	4170 lb	3678 lb
Quantity of Shipping Sections		Height	Width	Length	Heaviest Ship Split	Elevation
1 piece(s)		59.0 in	80.0 in	186.9 in	3740 lb	0.00 ft

Supply Fan
Airflow 9370 cfm Total Static Pressure 4.357 in H2O

Note: Height includes air handler sloped roof panel and standing seam.

Construction Features

Panel	2in. foam injected R-13 with thermal break
Panel Material	All unit inner panels - galvanized
Integral Base Frame	6in. integral base frame
Paint	Deluxe beige
Short Circuit Current Rating	5 kA
Agency Approval	UL listed unit
Roof Curb Type	Standard roof curb



Unit Electrical

Circuit	Voltage/Phase/Frequency	FLA	MCA	Max Fuse Size
Circuit number 1 Supply fan motor(s)	460/3/60	14.00 A	17.50	30.00
Circuit number 2 Lights + switch	115/1/60	2.61 A	3.26	15.00

Unit Controls

Controller Type No controller

Warranty

Warranty section	Extd. warranty
Labor - 1st year	1st year labor warranty

Air mixing section - Position: 1

Openings

Face	Path	Type	Airflow	Face Velocity	Area	Pressure Drop	Hood
Back	Outside	Parallel blade damper	9370 cfm	1064 ft/min	8.64 sq ft	0.219 in H2O	Yes

Filter

Type	Frame	MERV Rating	Quantity	Size
Pleated media - MERV 8	2"	MERV 8	12.00	16in.x25in.
Pressure Drop	Condition	Face Velocity	Airflow	Area
1.000	Dirty	281 ft/min	9370 cfm	33.33 sq ft

Section Options

Door Location	Both
Marine Light	Marine LED light

Access/blank/turning section - Position: 2

Options
Section Length 10.000 in

Heating coil section - Position: 3

Coil Construction		Coil Performance	
Model	Hot water - 1/2" Unit Optimized, Low Water Flow (LA)	Capacity	
Rows	2	Total	421.71 MBh
Tube Diameter	1/2in. tube diameter (12.7 mm)	Air	
Coil Connection	Standard	Flow	9370 cfm
Tube Met/Wall Thickness	.016" (0.406 mm) copper tubes	Entering Dry Bulb	24.00 F
Fin Spacing	105 Per Foot	Leaving Dry Bulb	65.50 F
Fin Material	Aluminum fins	Pressure Drop	0.150 in H2O
Fin Type	Delta flo E (energy efficient)	Face Velocity	450 ft/min
Face Area	20.81 sq ft	Fluid	
Coil (top/single) H x L	43 in. (1092 mm) X 69" (1753 mm) tinned length	Flow	28.09 gpm
Casing	Galvanized	Entering	160.00 F
Turbulators	Yes	Leaving	150.00 F
Rigging Weight	97.7 lb	Pressure Drop	4.60 ft fluid
Installed Weight	114.3 lb	Tube Velocity	2.83 f/s
Coil Section Options		Reynolds Number	28694.20
Extended Drain and Vent	Holes only	Type	Water
Drain Pan Size	Small	Concentration	100.00 %
Door Location	Right	Fouling Factor	0.00025 hr-sq ft-deg F/Btu
Marine Light	YES	Volume	1.99 gal
		AHRI 410 Classification	
		AHRI 410 Classification	AHRI ACHC Certified
		Data Generation Date	5/2/2023
		Trane Select Assist update number	2700

Note: Certified, in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Cooling coil section - Position: 4

Coil Construction		Coil Performance	
Model	Chilled water - 5/8" Shipping Coil, General (W)	Capacity	
Rows	6	Total	742.73 MBh
Tube Diameter	5/8in. tube diameter (15.875 mm)	Sensible	360.83 MBh
Coil Connection	Standard	Air	
Tube Met/Wall Thickness	.020" (0.508 mm) copper tubes	Flow	9370 cfm
Fin Spacing	120 Per Foot	Entering Dry Bulb	89.00 F
Fin Material	Aluminum fins	Entering Wet Bulb	77.00 F
Fin Type	Prima flo H (Hi efficient)	Leaving Dry Bulb	54.45 F
Face Area	19.83 sq ft	Leaving Wet Bulb	54.31 F
Coil (top/single) H x L	42 in. (1067 mm) X 68" (1727 mm) tinned length	Pressure Drop	2.704 in H2O
Casing	Stainless steel	Face Velocity	472 ft/min
Turbulators	Not Included	Fluid	
Rigging Weight	439.1 lb	Flow	148.01 gpm
Installed Weight	584.3 lb	Entering	44.00 F
Coil Section Options		Leaving	54.00 F
Extended Drain and Vent	Holes only	Pressure Drop	16.03 ft fluid
Drain Pan	Stainless steel	Tube Velocity	5.84 f/s
Drain Pan Size	Extended medium	Reynolds Number	20935.65
Drain Connection	Left	Type	Water
Minimum Trap Height (L)	7.418 in	Concentration	100.00 %
H Trap Dimension	4.279 in	Fouling Factor	0.00000 hr-sq ft-deg F/Btu
J Trap Dimension	2.139 in	Volume	17.35 gal
Door Location	Right	AHRI 410 Classification	
Marine Light	YES	AHRI 410 Classification	AHRI ACHC Certified
		Data Generation Date	5/2/2023
		Trane Select Assist update number	2700

Note: Certified, in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Supply fan section - Position: 5

Fan Data		Motor Data	
Wheel Diameter/Type/Class	24.5in. dd plenum, 80% width, H class	Power / Fan	10 hp
Fan Quantity	1	Voltage	460/3
Discharge Location	Front top	Speed	1800
Motor Location	Left side drive	Class	NEMA premium compliant ODP
Blades	Higher efficiency (same bands lower, more spike)	Efficiency	89.02 %
Drive Service Factor	Direct drive	Part Load Efficiency	89.03 %
Fan K-factor	1.30	Fan electrical power (FEP)	8.37 kW
Fan Performance		FEI	1.30
Airflow	9370 cfm	AHRI VFD HP	10.000 hp
Total Static Pressure	4.357 in H2O	Wire to air static efficiency	87.25 %
Total Brake Power	9.890 hp	Note: VFD driven motor fan electrical power calculated in accordance with A-469 430.	
Operating Speed	1898 rpm	Note: Certified airflow performance per AHRI 430	
AMCA FEG	FEG85	Fan Section Options	
Bare fan peak total efficiency	76.70 %	Fan Wheel Balance	Inverter balance with shaft grounding
Unit Static Efficiency	85.05 %	Door Location	Both
Motor Interface Options		Door Guard	Yes
Selection Type	VFD	Marine Light	Marine LED light
Voltage	460/3		
Mounting Location	Internal mounting		
Motor Wire In Conduit	Motor wiring conduit		
VFD Frequency	64.00 Hz		

Fan Discharge Options

Face	Type	Airflow	Face Velocity	Area	Pressure Drop	Exhaust Hood	Damper Torque Requirement
Front Face Feature		9370 cfm	384 ft/min	24.41 sq ft	0.023 in H2O	N/A	N/A

Note: Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430/431. AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third-party verified. Cert.ified units may be found in the AHRI Directory at www.ahridirectory.org.

Pressure Drop in (in w.g.)

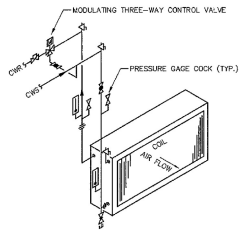
Supply fan	
Air mixing section	1.42
Coil section	0.15
Coil section	0.70
Fan section	0.02
Controls section	0.06
Internal Static Pressure	2.36
External Static Pressure	2.00
Total Static Pressure	4.36

Starter/VFD only section - Position: 6

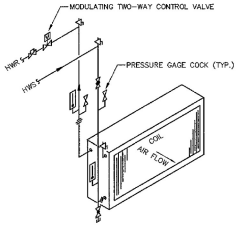
Supply Fan Motor Interface Door Left

Openings

Face	Path	Type	Airflow	Face Velocity	Area	Pressure Drop
Bottom Face Feature	Supply	Rectangular	9370 cfm	1333 ft/min	7.03 sq ft	0.055 in H2O



1 M 2.0 — CHILLED WATER COIL W/ THREE WAY VALVE PIPING DETAIL
SCALE: N.T.S.



2 M 2.0 — HOT WATER COIL W/ TWO WAY VALVE PIPING DETAIL
SCALE: N.T.S.

Trane Performance Climate Changer Air Handler

Unit Overview - RTU_2

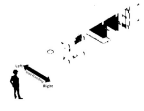
Application	Unit Size	External Dimensions Height	Width	Length	Weight Installed	Rigging
Outdoor unit	CSAA021	59.0 in	80.0 in	167.0 in	4429 lb	3837 lb
Quantity of Shipping Sections		Height	Width	Length	Heaviest Ship Split	Elevation
1 piece(s)		59.0 in	80.0 in	186.9 in	3998 lb	0.00 ft

Supply Fan
Airflow 10920 cfm Total Static Pressure 4.796 in H2O

Note: Height includes air handler sloped roof panel and standing seam.

Construction Features

Panel	2in. foam injected R-13 with thermal break
Panel Material	All unit inner panels - galvanized
Integral Base Frame	6in. integral base frame
Paint	Deluxe beige
Short Circuit Current Rating	5 kA
Agency Approval	UL listed unit
Roof Curb Type	Standard roof curb



Unit Electrical

Circuit	Voltage/Phase/Frequency	FLA	MCA	Max Fuse Size
Circuit number 1 Supply fan motor(s)	460/3/60	21.00 A	26.25	45.00
Circuit number 2 Lights + switch	115/1/60	2.61 A	3.26	15.00

Unit Controls

Controller Type No controller

Warranty

Warranty section	Extd. warranty
Labor - 1st year	1st year labor warranty

Air mixing section - Position: 1

Openings

Face	Path	Type	Airflow	Face Velocity	Area	Pressure Drop	Hood
Back	Outside	Parallel blade damper	10920 cfm	1264 ft/min	8.64 sq ft	0.298 in H2O	Yes

Filter

Type	Frame	MERV Rating	Quantity	Size
Pleated media - MERV 8	2"	MERV 8	12.00	16in.x25in.
Pressure Drop	Condition	Face Velocity	Airflow	Area
1.000	Dirty	328 ft/min	10920 cfm	33.33 sq ft

Section Options

Door Location	Right
Marine Light	Marine LED light

Access/blank/turning section - Position: 2

Options
Section Length 10.000 in

Heating coil section - Position: 3

Coil Construction		Coil Performance	
Model	Hot water - 1/2" Unit Optimized, Low Water Flow (LA)	Capacity	
Rows	2	Total	491.47 MBh
Tube Diameter	1/2in. tube diameter (12.7 mm)	Air	
Coil Connection	Standard	Flow	10920 cfm
Tube Met/Wall Thickness	.016" (0.406 mm) copper tubes	Entering Dry Bulb	24.00 F
Fin Spacing	118 Per Foot	Leaving Dry Bulb	65.50 F
Fin Material	Aluminum fins	Pressure Drop	0.205 in H2O
Fin Type	Delta flo E (energy efficient)	Face Velocity	525 ft/min
Face Area	20.81 sq ft	Fluid	
Coil (top/single) H x L	43 in. (1092 mm) X 69" (1753 mm) tinned length	Flow	32.74 gpm
Casing	Galvanized	Entering	160.00 F
Turbulators	Yes	Leaving	150.00 F
Rigging Weight	101.5 lb	Pressure Drop	5.88 ft fluid
Installed Weight	118.0 lb	Tube Velocity	3.30 f/s
Coil Section Options		Reynolds Number	33440.84
Extended Drain and Vent	Holes only	Type	Water
Drain Pan Size	Small	Concentration	100.00 %
Door Location	Left	Fouling Factor	0.00025 hr-sq ft-deg F/Btu
Marine Light	YES	Volume	1.99 gal
		AHRI 410 Classification	
		AHRI 410 Classification	AHRI ACHC Certified
		Data Generation Date	5/2/2023
		Trane Select Assist update number	2700

Note: Cert.fied, in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Cooling coil section - Position: 4

Coil Construction		Coil Performance	
Model	Chilled water - 5/8" Shipping Coil, General (W)	Capacity	
Rows	6	Total	832.76 MBh
Tube Diameter	5/8in. tube diameter (15.875 mm)	Sensible	406.59 MBh
Coil Connection	Standard	Air	
Tube Met/Wall Thickness	.022" (0.558 mm) copper tubes	Flow	10920 cfm
Fin Spacing	120 Per Foot	Entering Dry Bulb	89.00 F
Fin Material	Aluminum fins	Entering Wet Bulb	77.00 F
Fin Type	Prima flo H (Hi efficient)	Leaving Dry Bulb	55.59 F
Face Area	19.83 sq ft	Leaving Wet Bulb	55.40 F
Coil (top/single) H x L	42 in. (1067 mm) X 68" (1727 mm) tinned length	Pressure Drop	0.901 in H2O
Casing	Stainless steel	Face Velocity	551 ft/min
Turbulators	Not Included	Fluid	
Rigging Weight	439.1 lb	Flow	166.96 gpm
Installed Weight	584.3 lb	Entering	44.00 F
Coil Section Options		Leaving	54.00 F
Extended Drain and Vent	Holes only	Pressure Drop	19.78 ft fluid
Drain Pan	Stainless steel	Tube Velocity	6.85 f/s
Drain Pan Size	Extended medium	Reynolds Number	23473.61
Drain Connection	Right	Type	Water
Minimum Trap Height (L)	8.018 in	Concentration	100.00 %
H Trap Dimension	4.678 in	Fouling Factor	0.00000 hr-sq ft-deg F/Btu
J Trap Dimension	2.339 in	Volume	17.35 gal
Door Location	Left	AHRI 410 Classification	
Marine Light	YES	AHRI 410 Classification	AHRI ACHC Certified
		Data Generation Date	5/2/2023
		Trane Select Assist update number	2700

Note: Cert.fied, in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Supply fan section - Position: 5

Fan Data		Motor Data	
Wheel Diameter/Type/Class	22.25in. dd plenum, full width, H class	Power / Fan	15 hp
Fan Quantity	1	Voltage	460/3
Discharge Location	Front top	Speed	1800
Motor Location	Right side drive	Class	NEMA premium compliant ODP
Blades	Higher efficiency (same bands lower, more spike)	Efficiency	93.19 %
Drive Service Factor	Direct drive	Part Load Efficiency	91.05 %
Fan K-factor	27.4.00	Fan electrical power (FEP)	11.76 kW
Fan Performance		FEI	1.19
Airflow	10920 cfm	AHRI VFD HP	15.000 hp
Total Static Pressure	4.796 in H2O	Wire to air static efficiency	92.18 %
Total Brake Power	14.175 hp	Note: VFD driven motor fan electrical power calculated in accordance with AHRI 430.	
Operating Speed	2327 rpm	Note: Certified airflow performance per AHRI 430	
AMCA FEG	FEG80	Fan Section Options	
Bare fan peak total efficiency	71.10 %	Fan Wheel Balance	Inverter balance with shaft grounding
Unit Static Efficiency	58.25 %	Door Location	Right
Motor Interface Options		Door Guard	Yes
Selection Type	VFD	Marine Light	Marine LED light
Voltage	460/3		
Mounting Location	Internal mounting		
Motor Wire In Conduit	Motor wiring conduit		
VFD Frequency	79.00 Hz		

Fan Discharge Options

Face	Type	Airflow	Face Velocity	Area	Pressure Drop	Exhaust Hood	Damper Torque Requirement
Front Face Feature		10920 cfm	447 ft/min	24.41 sq ft	0.031 in H2O	N/A	N/A

Note: Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430/431. AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third-party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Pressure Drop in (in w.g.)

Supply fan	
Air mixing section	1.57
Coil section	0.21
Coil section	0.90
Fan section	0.03
Controls section	0.09
Internal Static Pressure	2.80
External Static Pressure	2.00
Total Static Pressure	4.80

Starter/VFD only section - Position: 6

Supply Fan Motor Interface Door Right

Openings

Face	Path	Type	Airflow	Face Velocity	Area	Pressure Drop
Bottom Face Feature	Supply	Rectangular	10920 cfm	1666 ft/min	6.55 sq ft	0.087 in H2O

STATE OF TEXAS
CHARLES A. WITT III
114625
REGISTERED
PROFESSIONAL ENGINEER
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHARLES A. WITT III, P.E. 114625, ON 21 JUN, 2023.
Charles A. Witt III

Mark	Description	Date
1	100% DESIGN SUBMITTAL	21-JUN-23

ENGINEERING SOLUTIONS
650 SHELL STONE TRAIL
GEORGETOWN, TX 78628
C: 512-639-3131
CO. # F-15327

MECHANICAL DETAIL/SCHEDULE

JUSTICE CENTER MAU REPLACEMENT-PO # 183238
WILLIAMSON COUNTY
GEORGETOWN, TX

SHEETNUMBER
M 2.0

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EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

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

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

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

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

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

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

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

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

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

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

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caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

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

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

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

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

D. Workers' Compensation Insurance Coverage:

1. Definitions:

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

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

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

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

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

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

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

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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;

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(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

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and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

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

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

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

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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.

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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.

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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

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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

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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.

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EXHIBIT D

UNIFORM GENERAL CONDITIONS

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ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

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1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

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and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

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is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

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2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

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2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

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2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

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administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

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.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

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3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

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3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

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

.2 **Prevailing Wage Schedule.** The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258.** Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

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.3 **Penalty for Violation.** The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

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

.5 **Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 **Arbitration Award.** If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

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award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 **Prevailing Wage Retainage.** Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 **No Extension of Time.** If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

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Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

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be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

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3.7.2

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3

If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5

If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

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3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

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3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

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the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

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3.12.4

Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6

By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8

The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

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3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

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areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2
The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2
If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK
The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

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3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

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

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

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DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

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will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

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4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

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referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 **Review of Bids or Proposals.** Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

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Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4
The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1
By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2
All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1
The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

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effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

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6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

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6.2.5

The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6

All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1

Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2

A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3

Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

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7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

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.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

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.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

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8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

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8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

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a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

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A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

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8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

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8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

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ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2.**, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

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a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

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Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

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.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

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Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

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condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

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9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

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9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

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10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

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the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

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10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article** 7 and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

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.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

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policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

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person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

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11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

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11.4.3

A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.

Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5

Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6

Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7

Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8

The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

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11.4.9

Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.

Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.

When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12

Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1

Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2

If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

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ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

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of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

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13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

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codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2

If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3

If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5

If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1

one percent (1%); and

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13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025.**

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

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13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

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portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

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

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

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

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.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

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such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

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

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

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ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

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.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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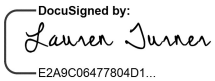
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Billy Teston billy.teston@tdindustries.com Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 75.87.59.18	Sent: 2/14/2024 9:24:17 AM Viewed: 2/14/2024 10:04:55 AM Signed: 2/14/2024 10:05:07 AM
Electronic Record and Signature Disclosure: Accepted: 2/14/2024 10:04:55 AM ID: ac980c30-d556-416b-906e-2f4663e301f6		
Lauren Turner lauren.turner@tdindustries.com Vice President TDIndustries Security Level: Email, Account Authentication (None)	DocuSigned by:  E2A9C06477804D1... Signature Adoption: Pre-selected Style Using IP Address: 50.84.236.102	Sent: 2/14/2024 10:05:09 AM Viewed: 2/14/2024 11:08:21 AM Signed: 2/14/2024 11:08:27 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jeff Halvodson jeff.halvordson@tdindustries.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/14/2024 11:08:28 AM Viewed: 2/14/2024 11:29:50 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/14/2024 9:24:17 AM
Certified Delivered	Security Checked	2/14/2024 11:08:21 AM
Signing Complete	Security Checked	2/14/2024 11:08:27 AM
Completed	Security Checked	2/14/2024 11:08:29 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, TDIndustries, Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact TDIndustries, Inc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: valerie.thomas@tdindustries.com

To advise TDIndustries, Inc of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at valerie.thomas@tdindustries.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from TDIndustries, Inc

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to valerie.thomas@tdindustries.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with TDIndustries, Inc

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to valerie.thomas@tdindustries.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify TDIndustries, Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by TDIndustries, Inc during the course of your relationship with TDIndustries, Inc.

Enclosure #1 – Proposal
AbbiVe
January 12, 2024

January 12, 2024

Mr. Daniel Shea
Williamson County
3101 SE Inner Loop, Georgetown, TX 78626
dshea@wilco.org

Re: Proposal for Justice Center RTU 1 & 2 Replacement
Buy Board Contract: 720-23

Dear Mr. Shea:

Proposal for the Install at Williamson County Justice center to replace (2) existing Trane Make up air handlers with Like for like replacement. Our proposal is based on coordination with Automated Logic and equipment supplier (Basis of design Trane). Scope of mechanical work will be completed on the weekend with crane lift to be done from Forest Drive. Electrical Scope is included. Equipment lead time currently is 34 weeks

Total Price for Install…… $ 282,537

The following enclosures are included for clarification of our proposal:

Enclosure #1: Proposal
Enclosure #2: Scope of Work:

- Install
- Mechanical Equipment spec
- Clarifications and Exclusions

Sincerely,

Jeff Halvordson
TDI Special Projects

Enclosure #2 – Scope of Work: Install
January 12, 2024

Scope of work Based on Docs provided (Justice Center MAU Replacement-22JUN23)

Install: RTU 1 & 2

1. Pre Job coordination meeting with stakeholder, review scope schedule and crane plane
2. Demo Existing Air Handler and make ready for lift
   i) Disconnect Piping
   ii) Disconnect Electrical (Electrical scope included)
3. crane set up on Forrest street, will require road shut down (Picture 1)
4. Receive new air handler, transport to job site
5. Lift New adapter curbs and air handler 1 & 2 on to existing roof penetrations
6. Install per mechanical plans Acknowledging mechanical Tag notes 1-3
   i) Install New RTU and Curb at existing opening
   ii) Duct Mounted supply and return smoke detectors
   iii) Connect New CWR,CWS, HWR,HWS to existing lines
7. Note: New unit will not have a dog house as existing units do this will require (Included)
   i) Exterior rated pipe insulation and Heat trace (wiring included)
   ii) Sealing existing roof penetration (TDI will contract approved roofers)
   iii) Extend pipe to meet new AHU unit height
8. Reconnect Electrical and install new heat trace
9. Install new control valves (provided by ALC)
10. Insulated new pipe
11. Start Up VFDS
12. Test and Balance Report (Unit Airflow performance only) verify unit performance and provide TAB Report

Picture 1: Crane lift location (X)



Exclusions:

- BAS system integration (AHU ‘s provided with unwired end devices)
- Control Valves (ALC provided)

Enclosure #2 – Scope of Work: Install
January 12, 2024

RTU 1 & 2 Equipment specifications

(Qty: 2) Performance Climate Changer - Tag(s): RTU-1 & RTU-2

- Outdoor Unit Cabinet Construction
- 2" Double Wall R-13 Insulation
- 6" Integral Base Rail
- 460/60/3 Power with 115v GFCI and Marine Light – *Requires Separate Line of Power by Electrician*
- 2" Angled Filter Rack with 1 Set of Pleated MERV-8 Filters
- Backside Outdoor Air Intake with Hood
- Hot Water Heating Coil with Galvanized Steel Casing
- Chilled Water Cooling Coil with Stainless Steel Casing and Drain pan
- Copper tubes, Aluminum fins, extended Drain and Vent Connections
    - RTU-1: LH Coil / Motor Connections
    - RTU-2: RH Coil / Motor Connections
- Direct Drive Plenum Fan with VFD for Variable Speed Control
- 15 HP Inverter Rated Supply Fan Motor with Shaft Grounding
- Unwired End Devices: *DAT sensor, flow meter, overflow and low limit switches*
- Curb Adapters
- *1st Year Parts & Labor Warranty*

Enclosure #2 – Scope of Work: Install
January 12, 2024

General Clarifications and Exclusions:

1. This proposal is subject to:
   a) A mutually agreeable subcontract.
   b) A copy furnished of all contract documents
   c) Review after ten (10) days from the date of this letter.
   d) A review of final plans and specifications.
   e) The award of our contract and project start not later than 90 days from today.
   f) TDIndustries Proposal Letter dated January 12, 2024 to be incorporated into this Contract.
2. This proposal is based on performing work during the weekend
3. In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of TDIndustries, the contract sum, time of performance, or contract requirements shall be equitably adjusted by change order.
4. For work in Dallas/Fort Worth, Texas: TDIndustries is licensed and regulated by: Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas 78711, 1.800.803.9202 or 1.512.463.6599, and Texas State Board of Plumbing Examiners, 929 East 41st Street, PO Box 4200, Austin, Texas 78765, 1.800.845.6584. License #M18944 (RMP Wesley Baker) and License #TACLA12338C.
5. Delays Caused By Coronavirus Concerns. Notwithstanding any other provision of this Agreement, any construction delay caused by good faith actions taken by Owner, Design-Builder, or federal, state or local government agencies in an effort to thwart, limit, prevent or treat coronavirus shall be excused. This excuse shall also apply to a shortage of materials or labor as a result of the coronavirus threat.
6. Exclusions:
   a) Escalation.
   b) Payment and Performance Bond.
   c) Seismic or sway bracing.
   d) Vibration isolation
   e) Any cost associated with structural load engineering services for plumbing, piping, and ductwork hangers. We assume the building structure has been designed to properly support the plumbing systems, equipment, and distribution.
   f) Handling and setting of equipment provided by others.
   g) Warranty on and assembly of equipment furnished by others except as detailed in the documents.
   h) Preventive and required maintenance during first year.
   i) Warranty beyond the first year after substantial completion.
   j) Liquidated damages.

Agenda Item #43, CC 03.05.24 Agreement for 2024149 CJC North MAU Replacement -TD Industries Inc (Stacian)

Final Audit Report 2024-03-05

Created:	2024-03-05
By:	Kim Chappius (kim.chappius@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0TX2kciKymBSXfOvFvypWkOLL0eu8ABx

"Agenda Item #43, CC 03.05.24 Agreement for 2024149 CJC North MAU Replacement -TD Industries Inc (Stacian)" History

Document created by Kim Chappius (kim.chappius@wilco.org)
2024-03-05 - 3:00:07 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2024-03-05 - 3:02:29 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-03-05 - 5:35:22 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-03-05 - 5:36:01 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-03-05 - 5:36:01 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-03-05 - 7:02:49 PM GMT- IP address: 104.47.65.254

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-03-05 - 7:03:04 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-03-05 - 7:03:04 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:
2024-1227434

Date Filed:
10/16/2024

Date Acknowledged:
10/16/2024

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

TD Industries
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 Facilities and management

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.

CJC North MAU Replacement
Replace two Existing Rooftop Airhandlers

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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2024-1227434

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TD Industries
Austin, TX United States

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Williamson County Facilities and management

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CJC North MAU Replacement
Replace two Existing Rooftop Airhandlers

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].

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

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

Executed [redacted]
(month) (year)

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

Commissioners Court - Regular Session **39.**

Meeting Date: 10/22/2024

Approval of the Guaranteed Maximum Price (GMP) 02 for the Justice Center Improvements with J.T. Vaughn Construction, LLC for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Guaranteed Maximum Price Proposal (GMP) Bid Package 02 – Security Upgrades & Gym Renovations with awarded RFP #23RFP93 Construction Manager at Risk (CMAR) for the Justice Complex Improvements Project, J.T. Vaughn Construction, LLC, in the amount of Three Million Three Hundred Thirty Thousand Eight Hundred Thirty- Two Dollars ($3,330,832.00) and authorize the execution of the GMP02 between J.T. Vaughn Construction, LLC, and Williamson County. The funding source is P476.

Background

The guaranteed maximum price (GMP) Bid Package 02 – Security Upgrades & Gym Renovations is for the Justice Complex Improvements Project RFP #23RFP93 awarded on 05/07/2024 with agenda item #38, to perform the work approved on the above-mentioned project. Contract Audit and Legal have reviewed. The funding source is P476, Origination ID #1249, and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GMP Package 2 JT Vaughn

Form 1295 JT Vaughn Construction LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/16/2024 05:04 PM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:38 AM
Form Started By: Johnny Grimaldo		Started On: 10/08/2024 12:39 PM
Final Approval Date: 10/17/2024		

WILLIAMSON COUNTY

Justice Complex Improvements

GMP-02

Project Number: P476

October 7, 2024



Vaughn Project No. 3161-01 | Georgetown, Texas

VAUGHN

Phase: GMP-02
Date: October 7, 2024

Tab 1 Guaranteed Maximum Price Proposal

Tab 2 Executive Project Summary

Tab 3 Project Team

Tab 4 List of Documents

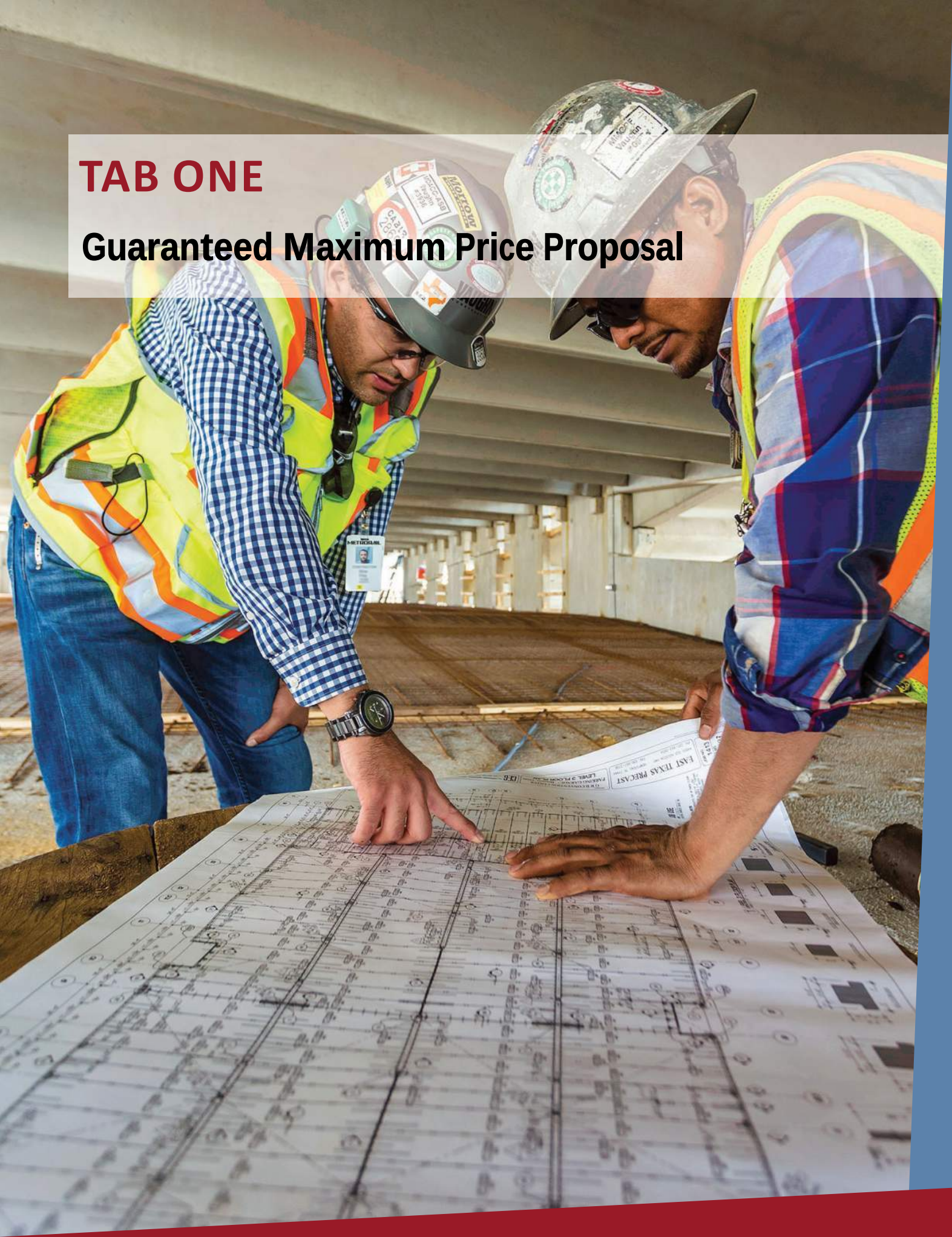
Tab 5 Qualifications and Value Engineering

Tab 6 GMP Proposal Breakdown

Tab 7 Project Schedule

TAB ONE

Guaranteed Maximum Price Proposal



GUARANTEED MAXIMUM PRICE PROPOSAL
Justice Complex Improvements Project
Bid Package 02 – Security Upgrades & Gym Renovation

J.T. Vaughn Construction ("CMAR") hereby submits to Williamson County, Texas ("County") for the use and benefit County pursuant to the provisions of the Contract for Construction Manager-at-Risk Project Delivery dated May 9, 2024 ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for Bid Package 02 – Security Upgrades & Gym Renovation for the Justice Center Improvements ("Project"), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

Cost of the Work.
A not-to-exceed amount for the Cost of the Work for Bid Package 02 – Security Upgrades & Gym Renovation pursuant to the Contract:

Two million five hundred eighty-five thousand six hundred fifty-three Dollars ($2,585,653.00)

CMAR's Fee.
A fixed sum fee for CMAR's Fee for Bid Package 02 – Security Upgrades & Gym Renovation pursuant to the Contract:

Seven hundred forty-five thousand one hundred seventy-nine Dollars ($745,179.00)

Total GMP.
The total sum of the above **Items 1 through 2**, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing Bid Package 02 – Security Upgrades & Gym Renovation complete, in place, and operational in accordance with the Contract Documents (All attached breakdowns shall total this GMP amount).

Three million three hundred thirty thousand eight hundred thirty-two Dollars ($3,330,832.00)

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

Contract Time.

The date for achieving Substantial Completion of Bid Package 02 – Security Upgrades & Gym Renovation shall be **(292) Calendar Days** from the Notice to Proceed with such construction**.**

Withdrawal of GMP Proposal.
This GMP Proposal may not be withdrawn for a period of **ninety (30) calendar days** from the date of receipt by County.

Liquidated Damages.
CMAR further agrees to pay, as Liquidated Damages, to County the sum Seven Hundred Fifty Dollars ($750) per calendar **day** for failure to complete the work for the Bid Package 02 – Security Upgrades & Gym Renovation within the Contract Time in accordance with the Contract.

Owner's Contingency.
A not-to-exceed amount for the Owner's Contingency stated herein for reference:
Zero Dollars ($0)

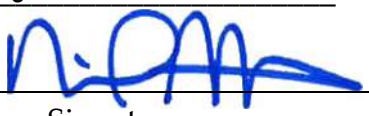
CMAR and County have agreed to separately phase out various scopes of the construction services of Project and execute this Guaranteed Maximum Price Proposal as to only the Bid Package 02 – Security Upgrades & Gym Renovation phase of construction services so that such phase of construction can be commenced and completed on or before the Substantial Completion date set out in this Guaranteed Maximum Price Proposal. CMAR and County hereby acknowledge they will negotiate additional Guaranteed Maximum Price Proposals in order to include the remainder scope of construction services for the entire Project following execution of this Guaranteed Maximum Price Proposal. CMAR acknowledges and agrees that the remainder scope of construction for the Project shall not constitute changes in the Work and there should be no adjustment under Sections 5.1.2 or 5.1.3 of the Contract to increase CMAR's Fee percentage that is set forth under Section 5.1.1 of the Contract. Furthermore, the preconstruction phase compensation set forth under Section 4.1.1 of the Contract shall not be changed or modified due to any phasing of the construction services.

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

BY SIGNING BELOW, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal for Bid Package 02 – Security Upgrades & Gym Renovation.

CMAR:

J.T. Vaughn Construction, LLC

By: 

Signature

Danny Thompson

Printed Name

Chief Executive Officer

Title

Date Signed: October 10, 2024

COUNTY:

Williamson County, Texas

By: _____

Signature

_____

Printed Name

_____

Title

Date Signed: _____ _____, 20___



TAB TWO

Executive Project Summary

VAUGHN
CONSTRUCTION

6604 North Lamar Blvd
Austin, Texas 78752

Telephone:
(512) 318-1332

Facsimile:
(512) 681-9752

Williamson County Facilities
Department 3101 SE Inner Loop
Georgetown, TX 78626

Attn: Tommy Crockett, Project Manager

Re: Contract No.: 0509-1008-07
Project No.: P476
Project Name: Justice Complex Improvements

Dear Mr. Crockett:

The Project consists of the modifications to the existing Justice Center, Sheriff's Office gym, and exterior improvements to both facilities. Construction in the Justice Center includes an upgraded control board for panic buttons and updates to panic buttons. It also includes overall building security improvements.

The Sheriff's Office gym renovation will undergo a comprehensive renovation that will include demolition of the existing space, under floor plumbing renovations, new locker room and shower facilities, flooring, paint, mechanical, plumbing, and electrical systems.

Exterior improvements will include demolition of an existing communications tower, construction of a new dumpster enclosure, modifying the parking area, and making connections to security gates.

Anticipated Notice to Proceed Date: October 26, 2024
Substantial Completion Date: August 11, 2025

Our proposed Guaranteed Maximum Price for GMP-02 is three million three hundred thirty thousand eight hundred thirty-two dollars ($3,330,832).

The deadline on which the Guaranteed Maximum Price Proposal will automatically expire without further notice is November 4, 2024.

Very Truly Yours,



Doug Boram
Vaughn Construction

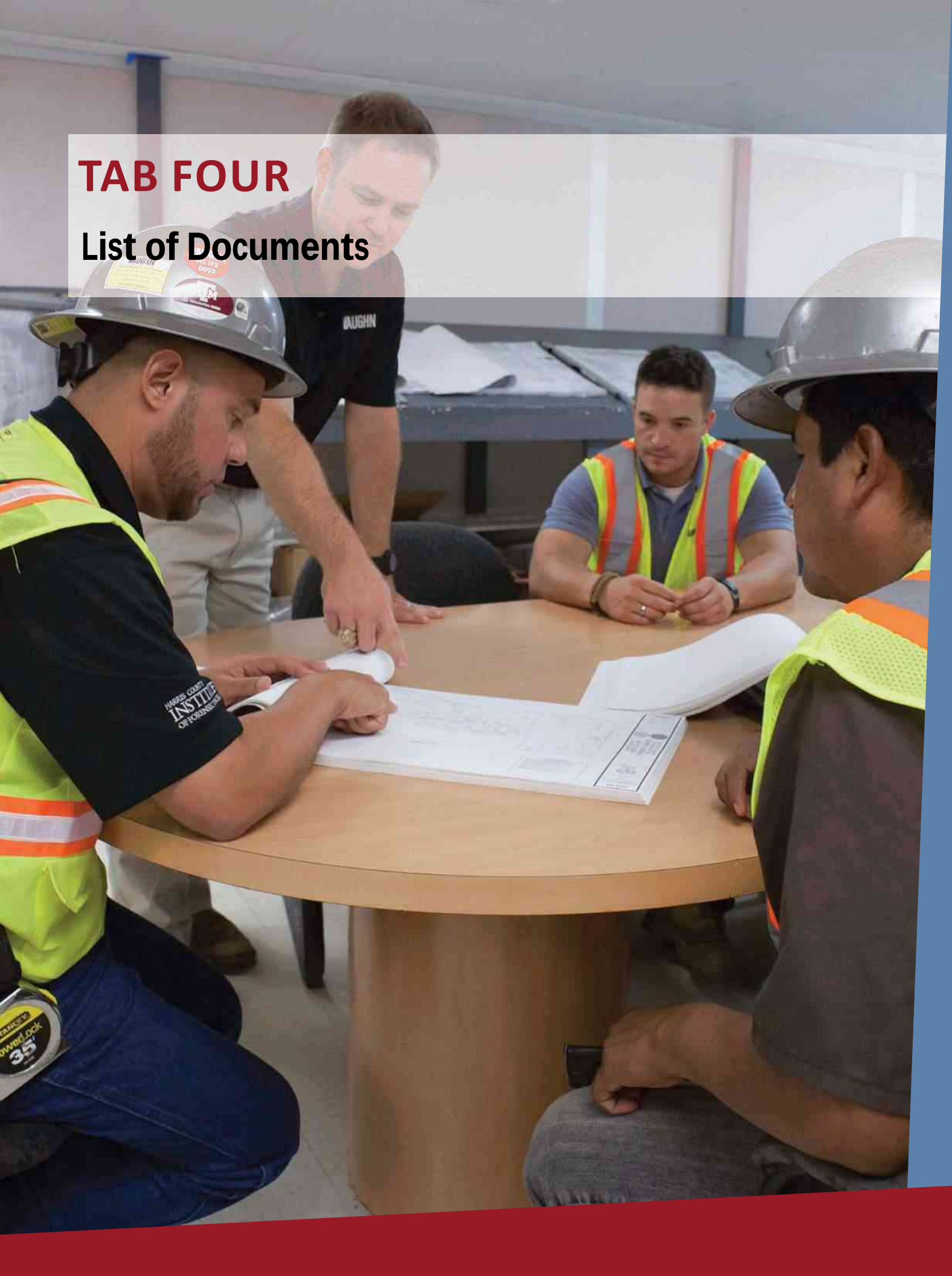
TAB THREE

Project Team



CMR LIST OF STAFF / CONTACT INFORMATION

Lead Project Manager		Roy Martinez (713) 984 – 4490 rmartinez@vaughnconstruction.com 6604 N. Lamar, Austin, TX 78752
Lead Superintendent		Kenny Casey (512) 639 - 5902 kcasey@vaughnconstruction.com 6604 N. Lamar, Austin, TX 78752
Project Manager		Doug Boram (512)-663-7461 dougboram@vaughnconstruction.com 6604 N. Lamar, Austin, TX 78752
Superintendent		Jason Luce (512) 568 - 7902 JLuce@vaughnconstruction.com 6604 North Lamar, Austin, TX, 78752
Project Engineer		Scott Edwards (737) 357 - 6576 sedwards@vaughnconstruction.com 6604 N. Lamar, Austin, TX 78752
Project Safety Coordinator		Bill Randall (979) 807 - 4421 brandall@vaughnconstruction.com 6604 N. Lamar, Austin, TX 78752
QC & CX Coordinator		Case Griffin (713) 984 - 4419 cgriffin@vaughnconstruction.com 6604 N. Lamar, Austin, TX 78752



TAB FOUR

List of Documents

Phase: **GMP-02**
Date: **October 7, 2024**

GENERAL - Security Upgrades		
G0.00	COVER	08.16.2024
G0.01	GENERAL NOTES, ABBREVIATIONS, SYMBOLS, INDEX, AND CODE SUMMAR	03.22.2024
G0.02	SHEET LIST	08.16.2024
G1.00	LIFE SAFETY PLAN - LEVEL 1 - JUSTICE CENTER	08.16.2024
G1.01	LIFE SAFETY PLAN - LEVEL 2 - JUSTICE CENTER	08.16.2024
CIVIL - Security Upgrades		
C0.0	COVER SHEET	04.15.2024
C0.1	GENERAL NOTES	04.15.2024
C0.1	SURVEY	03.26.2024
C0.2	SURVEY	03.26.2024
C0.3	DEMOLITION PLAN	05.07.2024
C1.0	SITE PLAN	04.15.2024
C2.0	GRADING PLAN	05.07.2024
C2.1	GRADING PLAN INSETS	05.07.2024
C2.2	GRADING PLAN INSETS	03.26.2024
C5.0	CONSTRUCTION DETAILS	04.15.2024
C5.1	DUMPSTER DETAILS	04.15.2024
C5.2	CONSTRUCTION DETAILS 2	04.15.2024
C5.3	CONSTRUCTION DETAILS 3	04.15.2024
C6.0	SWPPP	04.15.2024
C6.1	SWPPP DETAILS	04.15.2024
SITE & DEMOLITION - Security Upgrades		
AS1.01	SITE PLAN	05.07.2024
AS1.02	FLOOR PLAN - LEVEL 1 - JAIL	05.07.2024
AS1.03	ENLARGED SITE DETAILS	05.07.2024
AD2.01	DEMOLITION FLOOR PLAN - LEVEL 1 - JUSTICE CENTER	08.16.2024
AD2.02	DEMOLITION FLOOR PLAN - LEVEL 2 - JUSTICE CENTER	08.16.2024
AD3.00	ENLARGED DEMOLITION FLOOR PLAN - JUSTICE CENTER	08.16.2024
ARCHITECTURAL - Security Upgrades		
A2.00	FLOOR PLAN - BASEMENT - JUSTICE CENTER	08.16.2024
A2.01	FLOOR PLAN - LEVEL 01 - JUSTICE CENTER	08.16.2024
A2.02	FLOOR PLAN - LEVEL 02 - JUSTICE CENTER	08.16.2024
A3.01	ENLARGED FLOOR PLAN - LEVEL 1 - JUSTICE CENTER	08.16.2024
A3.02	ENLARGED FLOOR PLAN - LEVEL 01 - JUSTICE CENTER	03.22.2024
A3.03	ENLARGED FLOOR PLAN - LEVEL 01 - JUSTICE CENTER	08.16.2024
A3.04	ENLARGED FLOOR PLAN - LEVEL 02 - JUSTICE CENTER	05.07.2024

A4.01	REFLECTED CELING PLAN - LEVEL 1	08.16.2024
A9.00	INTERIOR ELEVATIONS	08.16.2024
A10.00	BAILIFF STATION & INFORMATION DESKS DETAILS	08.16.2024
A10.10	PARTITION TYPES	05.07.2024
A11.00	OPENING SCHEDULES, FINISH SCHEDULE & DOOR TYPES	08.16.2024

STRUCTURAL - Security Upgrades

S1.00	SECURITY FENCE NOTES & DETAILS	03.22.2024

MECHANICAL - Security Upgrades

M0.00	MECHANICAL LEGEND INDEX AND NOTES	03.22.2024
M2.01	MECHANICAL DUCTWORK PLAN - AREA	08.16.2024
M5.01	MECHANICAL DETAILS	08.16.2024

ELECTRICAL - Security Upgrades

E0.00	ELECTRICAL LEGEND INDEX AND NOTES	05.07.2024
ED1.01	ELECTRICAL DEMOLITION POWER PLAN	08.16.2024
E1.01	ELECTRICAL SITE PLAN	04.15.2024
E2.01	ELECTRICAL POWER PLAN	08.16.2024

TECHNOLOGY - Security Upgrades

T0.00	SYMBOLS LEGEND	03.22.2024
TS1.01	SECURITY SITE PLAN	05.07.2024
TS1.02	FLOOR PLAN - LEVEL 1 - JAIL	05.07.2024
TS2.00	OVERALL FLOOR PLAN - BASEMENT	03.22.2024
TS2.01	OVERALL FLOOR PLAN - LEVEL 1	08.16.2024
TS2.02	OVERALL FLOOR PLAN - LEVEL 2	08.16.2024
TS3.01	ENLARGED PLANS - LEVEL BASEMENT	08.16.2024
TS3.02	ENLARGED PLANS - LEVEL 1	08.16.2024
TS3.03	ENLARGED PLANS - LEVEL 1	08.16.2024
TS3.04	ENLARGED PLANS - LEVEL 1	08.16.2024
TS3.05	ENLARGED PLANS - LEVEL 2	08.16.2024
TS3.06	ENLARGED PLANS - LEVEL 2	08.16.2024
TS3.07	ENLARGED PLANS - LEVEL 2	08.16.2024

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01 33 00	SUBMITTAL PROCEDURES
01 40 00	QUALITY REQUIREMENTS
01 50 00	TEMPORARY FACILITIES AND CONTROLS
01 60 00	PRODUCT REQUIREMENTS
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS
02 41 00	DEMOLITION
04 20 00	UNIT MASONRY
04 72 00	CAST STONE MASONRY
06 41 00	ARCHITECTURAL WOOD CASEWORK
08 11 13	HOLLOW METAL DOORS AND FRAMES
08 14 16	FLUSH WOOD DOORS
08 33 23	OVERHEAD COILING DOORS
08 43 13	ALUMINUM FRAMED STOREFRONTS
08 71 00	DOOR HARDWARE
08 80 00	GLAZING
08 87 23	SAFETY AND SECURITY FILMS
09 21 16	GYPSUM BOARD ASSEMBLIES
09 22 16	NON-STRUCTURAL METAL FRAMING
09 51 00	ACOUSTICAL CEILINGS
09 91 23	INTERIOR PAINTING
10 26 41	BALLISTICS RESISTANT PANELS
23 05 00	COMMON WORK FOR HVAC
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC
23 07 13	DUCT INSULATON
23 31 00	HVAC DUCTS AND CASINGS
23 33 00	AIR DUCT ACCESSORIES
23 37 00	AIR OUTLETS AND INLETS
26 05 05	SELECTIVE DEMOLITION FOR ELECTRICAL
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 33.13	CONDUIT FOR ELECTRICAL SYSTEMS
26 05 33.16	BOXES FOR ELECTRICAL SYSTEMS
26 05 83	WIRING CONNECTIONS
26 24 16	PANELBOARDS
27 05 00	COMMON WORK RESULTS FOR COMMUNICATIONS
27 05 28	PATHWAYS FOR COMMUNICATION SYSTEMS
27 15 00	COMMUNICATIONS HORIZONTAL CABLING
28 00 00	SECURITY AND CCTV SYSTEMS
31 00 00	SITE PREPARATION
31 00 08	MISCELLANEOUS WORK AND CLEANUP
31 11 00	SITE CLEARING
31 30 00	GRADING AND DRAINAGE
32 12 16	HOT MIX ASPHALTIC CONCRETE PAVEMENT

32 13 13	CONCRETE SIDEWALKS, DRIVEWAYS AND FLATWORK	
32 13 73	PAVING JOINT SEALANTS	
32 17 23	PAVEMENT MARKINGS	
32 31 19.53	HIGH SECURITY STEEL FENCE SYSTEM	
32 91 00	TOPSOIL	
32 92 00	TURFS AND GRASSES	
33 41 00	STORM UTILITY DRAINAGE PIPING	
34 71 13	BOLLARDS	

GENERAL - Gym Renovation		
G0.00	COVER	05.07.2024
G0.01	GENERAL NOTES, ABBREVIATIONS, & SYMBOLS	03.22.2024
G1.00	LIFE SAFETY PLAN	04.15.2024

DEMOLITION - Gym Renovation		
AD1.00	DEMOLITION FLOOR PLAN - LEVEL 1	05.07.2024

ARCHITECTURAL - Gym Renovation		
A1.01	ENLARGED FLOOR PLAN - LEVEL 1	05.07.2024
A1.02	REFLECTED CELING PLAN - LEVEL 1	05.07.2024
A1.11	FINISH FLOOR PLAN, LEGEND, AND SCHEDULE	05.07.2024
A2.00	INTERIOR ELEVATIONS	05.07.2024
A2.01	INTERIOR ELEVATIONS	05.07.2024
A2.02	INTERIOR ELEVATIONS	05.07.2024
A2.03	INTERIOR ELEVATIONS	05.07.2024
A5.00	INTERIOR DETAILS	04.15.2024
A5.01	INTERIOR WALL DETAILS	03.22.2024
A6.00	PARTITION TYPES	03.22.2024
A6.01	OPENING DETAILS & SCHEDULE	05.07.2024

STRUCTURAL - Gym Renovation		
S1.01	STRUCTURAL WALL PENETRATION PLAN - GYM	05.07.2024
S2.01	STRUCTURAL WALL PENETRATION ELEVATIONS - GYM	05.07.2024

MECHANICAL - Gym Renovation		
M0.00	MECHANICAL LEGEND INDEX AND NOTES	03.22.2024
M0.01	MECHANICAL SCHEDULES AND NOTES	05.07.2024
MD1.01	MECHANICAL DUCTWORK DEMOLITION PLAN- GYM	03.22.2024
MD1.02	MECHANICAL PIPING DEMOLITION PLAN- GYM	03.22.2024
M2.00	MECHANICAL DUCTWORK PLAN -OVERALL	03.22.2024
M2.01	MECHANICAL DUCTWORK PLAN- GYM	05.07.2024
M3.01	MECHANICAL PIPING PLAN- GYM	05.07.2024
M5.00	MECHANICAL DETAILS	03.22.2024
M5.01	MECHANICAL DETAILS	03.22.2024

M6.01	MECHANICAL CONTROLS	03.22.2024

ELECTRICAL - Gym Renovation

E0.00	ELECTRICAL LEGEND INDEX AND NOTES	03.22.2024
E0.01	ELECTRICAL NOTES	03.22.2024
E1.01	ELECTRICAL PLAN- OVERALL	03.22.2024
ED2.01	ELECTRICAL DEMOLITION PLAN- GYM	03.22.2024
E2.01	ELECTRICAL LIGHTING PLAN- GYM	05.07.2024
E3.01	ELECTRICAL POWER PLAN- GYM	05.07.2024
E7.00	ELECTRICAL PARTIAL RISER DIAGRAMS AND PANEL SCHEDULES	05.07.2024
E9.00	ELECTRICAL DETAILS	05.07.2024

PLUMBING - Gym Renovation

P0.00	PLUMBING LEGEND INDEX AND NOTES	03.22.2024
P0.01	PLUMBING NOTES	03.22.2024
P0.02	PLUMBING SCHEDULES	03.22.2024
PUD1.00	PLUMBING UNDER SLAB DEMOLITION PLAN- GYM	03.22.2024
PD1.01	PLUMBING DEMOLITION PLAN- GYM	03.22.2024
PU1.01	PLUMBING UNDER SLAB PLAN- GYM	05.07.2024
P2.01	PLUMBING PLAN- GYM	05.07.2024
P5.00	PLUMBING DETAILS	05.07.2024
P5.01	PLUMBING DETAILS	03.22.2024
P5.02	PLUMBING DETAILS	05.07.2024
P6.01	SANITARY AND VENT RISER	05.07.2024
P6.02	DOMESTIC WATER RISER	05.07.2024

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01 50 00	TEMPORARY FACILITIES AND CONTROLS
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS
02 4 1 00	DEMOLITION
03 30 00	CAST-IN-PLACE CONCRETE
03 30 53	MISCELLANEOUS CAST IN PLACE CONCRETE
04 20 00	UNIT MASONRY
05 12 00	STRUCTURAL STEEL FRAMING

06 10 00	ROUGH CARPENTRY
07 92 00	JOINT SEALANTS
08 11 13	HOLLOW METAL DOORS AND FRAMES
08 31 13	ACCESS DOORS AND FRAMES
08 71 00	DOOR HARDWARE
08 83 00	MIRRORS
09 22 16	NON-STRUCTURAL METAL FRAMING
09 29 00	GYPSUM BOARD
09 30 13	CERAMIC TILING
09 51 23	ACOUSTICAL TILE CEILINGS
09 65 13	RESILIENT BASE AND ACCESSORIES
09 65 19	RESILIENT TILE FLOORING
09 91 23	INTERIOR PAINTING
10 14 23.16	ROOM-IDENTIFICATION PANEL SIGNAGE
10 51 29	PHENOLIC LOCKERS
12 36 61.16	SOLID SURFACING COUNTERTOPS
22 05 13	COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT
22 05 16	EXPENSION FITTINGS AND LOOPS FOR PLUMBING PIPING
22 05 17	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING
22 05 23	GENERAL-DUTY VALVES FOR PLUMBING PIPING
22 05 29	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
22 07 16	PLUMBING EQUIPMENT INSULATION
22 07 19	PLUMBING PIPING INSULATION
22 07 19.11	UNDER-LAVATORY PIPE AND SUPLY COVERS - PLUMBEREX
22 10 05	PLUMBING PIPING
22 10 06	PLUMBING PIPING SPECIALTIES
22 11 23	DOMESTIC WATER PUMPS
22 30 00	PLUMBING EQUIPMENT
22 40 00	PLUMBING FIXTURES
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
23 05 17	SLEEVES AND SLEEVE SEALS FOR HVAC PIPING
23 05 23	GENERAL-DUTY VALVES FOR HVAC PIPING
23 05 29	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
23 05 48	VIBRATION AND SEISMIC CONTROLS FOR HVAC
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC
23 07 13	DUCT INSULATON
23 07 19	HVAC PIPING INSULATION
23 08 00	COMMISSIONING OF HVAC
23 21 13	HYDRONIC PIPING
23 21 14	HYDRONIC SPECIALTIES
23 31 00	HVAC DUCTS AND CASINGS
23 33 00	AIR DUCT ACCESSORIES

23 34 23	HVAC POWER VENTILATORS
23 37 00	AIR OUTLETS AND INLETS
23 82 19	FAN COIL UNITS
26 05 05	SELECTIVE DEMOLITION FOR ELECTRICAL
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 33.13	CONDUIT FOR ELECTRICAL SYSTEMS
26 05 33.16	BOXES FOR ELECTRICAL SYSTEMS
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 24 16	PANELBOARDS
26 27 26	WIRING DEVICES
26 28 13	FUSES
26 28 16.16	ENCLOSED SWITCHES
26 51 00	INTERIOR LIGHTING

OTHER DOCUMENTS

3161 WilCo Justice Center CD Comments - 4.22.2024 - Responses 5.7.2024	05.07.2024

TAB FIVE

Qualifications and Value Engineering



Phase: GMP-02
Date: October 7, 2024

General Qualifications

1. Excludes a line item estimate; line items are only shown for convenience of review.
2. Assumes work during normal work hours Monday through Friday, 7:00 AM to 3:30 PM, and intermittent weekend work as required.
3. Assumes that every specification, either referenced by manufacturer or performance, is designed so that more than one manufacturer for each specification will be able to meet the design intent of the project, and that details shown in the Contract Documents will not preclude any manufacturer specified from participating in the proposal process except for the following proprietary specifications:
   A. Security by Securitas
   B. Fire alarm by JCI / Simplex
4. Building automation system by Automated Logic
5. Excludes building code changes, life safety code changes, or other regulatory changes that may occur beyond what is currently designed.
6. Assumes reasonable efforts to locate and protect existing underground utilities and facilities but excludes responsibility for damage or the impacts from damage to unknown, unforeseen, or non/incorrectly located by others underground utilities or facilities.
7. Excludes the excavation or transportation of hazardous materials discovered in a foreseen or unforeseen condition. Excludes the excavation, removal, or transportation of unclassified excavation that may be uncovered, including but not limited to concrete foundations, underground fuel or water storage tanks, masonry underground walls, and hidden sampling wells.
8. Excludes 3rd party environmental (i.e., asbestos, lead, mold, etc.) monitoring.
9. Excludes leasing of public right of ways and sidewalks and excludes lane closures.
10. Assumes complete use of the entire site, including the parking areas.
11. Excludes the design of, including but not limited to, any system, detail, equipment, and component, whether included or not included in the project plans or specifications unless it has been specifically indicated to be Contractor's responsibility for "delegated design". Furthermore, if delegated design by Contractor is indicated, the resulting design must be able to be achieved within the original design intent. Any other design changes, as a result of the delegated design, are excluded.
12. Assumes isolation or termination of existing MEP systems, including but not limited to valves and breakers, will be performed by others. Excludes "hot" or "live" tie-in work.
13. Assumes equipment provided by Owner or others, but connected by the trade contractors, will be delivered and set in place at the required time to meet the schedule.
14. Excludes 3rd party commissioning agent. Includes assistance for the commissioning agent to accomplish their work.
15. Assumes the right to use contingency funds for acceleration of the project schedule.

16. Excludes provisions for, or any impacts from, any errors or omissions in the Contract Documents prepared and/or issued by the Owner, Owner's vendors/separate contracts, Architect, Engineer, Consultant, or similar party.
17. Assumes all separate contractors shall execute Contractor's Site Access Agreement setting forth project rules, responsibilities, and boundaries. Separate contractors shall provide the same insurance required by the Owner-Contractor contract, along with safety plans acceptable to Contractor.
18. Excludes the following scopes:
    A. Abatement
    B. Ornamental metals
    C. Roofing
    D. Terrazzo
    E. Epoxy flooring
    F. Audio visual
    G. Fixtures, furnishings, and furniture
    H. Fire protection
    I. Fences & Gates

02.01 – Demolition

1. Includes the removal of the deep foundation systems to 30" below the existing grade.
2. Excludes salvage, removal, haul-off, storage, or reinstallation of existing loose furniture, fixtures, equipment, and materials.
3. Excludes salvaging any existing building feature or material unless drawings call for the reuse.
4. Excludes abatement. Assumes we will receive an all-clear letter prior to the Notice to Proceed.
5. Excludes the make safe of the existing communications antenna. Includes removal only. Assumes the Owner will make safe the antenna prior to the Notice to Proceed.

03.0 – Concrete Turnkey

1. Excludes ACI-certified flatwork technician and finisher requirements. Resumes of the concrete finishing supervisor will be provided documenting their experience with projects of like scope.
2. Excludes measures to address potential corrosion of steel/rebar or degradation of existing concrete.
3. Includes demolition and patch back of a 6" slab for the underground sanitary piping. The slab depth was not provided. Assumes the existing slab is conventional slab on grade and excludes post tensioning removal.

04.01 – Masonry

1. Excludes integral water repellant with polymetric liquid admixture described in specification 04 20 00 paragraph 2.1.3 of the Security Upgrades Specifications. Assumes painting the CMU, negating the need for the admixture.

06.02 – Architectural Millwork

1. Includes adjustments to the existing millwork to accommodate the new panic button.

07.01 – Waterproofing

1. Includes flexible flashing and joint sealants at the heads and jambs of the new exterior door frames.
2. Includes sealants at the new concrete expansion joints and spherical bollards.

07.08 – Fireproofing

1. Includes new sprayed fireproofing patching as indicated in the Contract Documents. Excludes ensuring that the existing fireproofing meets current building codes.
2. Excludes K-13 High R System at the gym ceiling. This product will not meet the desired 2-hour fire rating.
3. Includes 10 bags of fireproofing to repair the existing fireproofing.
4. Excludes upgrading the existing gym walls and decks to a 2-hour fire rating. Assumes the existing fireproofing meets requirements for a 2-hour fire rating.

08.00 – Doors, Frames, and Hardware

1. Includes new door frames at all door openings. Excludes reusing existing door frames.
2. Includes new 6 EA 3070 HM door type 4 vision panels and hardware set 07 at the replaced basement doors in the Justice Center. The Contract Documents did not include a door or hardware type.

09.03 – Tile

1. Includes Schluter RENO-T Wide 9/16" at the thresholds.

09.12 – Painting

1. Includes black dryfall paint at the gym ceiling.

10.08 – Signage

1. Includes the following gym acrylic signage:
   A. 4 EA – 6” x 6” Room ID
   B. 3 EA – 7” x 9” Restroom ID
2. Includes standard manufacturer colors at all signage. Excludes custom colors.

22.01 – Plumbing and HVAC

1. Includes hardwired leak detection. Excludes wireless. Excludes LTE cellular back up for leak detection system.
2. Includes Williamson County standard color-coded PVC pipe labels.

26.03 – Fire Alarm

1. Assumes the existing fire alarm control panels have space for all additional wiring added in the Gym Renovation and Security Upgrade projects.

27.01 – Telecommunications/Data

1. Includes a Panduit structured cabling system as recommended by BryComm, who has previously installed the cabling system in the facility. Excludes providing a Commscope system as detailed in specification section 271500.
2. Excludes removal of underground pathways, these will be abandoned in place.
3. Excludes AV scope of work; AV work is provided by the Owner.

28.01 – Security

1. Excludes a new access control panel. The existing security head end equipment will control the vehicle gates and gate islands.
2. Excludes voice duress buttons. Secruritas has confirmed these devices are not used by Williamson County.
3. Includes an audio only intercom station at the security islands on Forest Street with control of the gate islands by the existing jail control system. Excludes a gate island master intercom station.
4. Excludes intercom stations in Admin 26, 368, 395, 277, 480, 425, AG, CCL1, CCL5, CCL3, CCL2, and CCL4. Assumes the use of existing equipment in these rooms for control of the new intercom door stations.
5. Excludes a network video recording system. Includes integrating the new security cameras into the existing system, software, and network.
6. Excludes access control management system workstations. Includes the use of existing workstations.
7. Excludes rack mounted LCD monitors, keyboards, mouse, and KMM Switch described in section 28 13 00 paragraph 2.05.B of the Security Upgrades Specifications. These items are to be OFOI.
8. Assumes all security devices, cameras, boards, controllers, cameras, intercoms, and hardware manufacturers will match existing.
9. Includes the use of existing cable pathways for door intercom stations. Excludes new cable pathways or cable trays.

31.04 – SWPPP

1. Includes SWPPP Narrative, SCE, Geocurve, silt fence, T-post caps, tree protection, and compliance assurance plan.

32.13 – Landscaping and Irrigation

1. Includes new mulch at the tree planting beds plan north extended into the new parking islands.
2. Includes new sod at the parking islands added for gate security features.

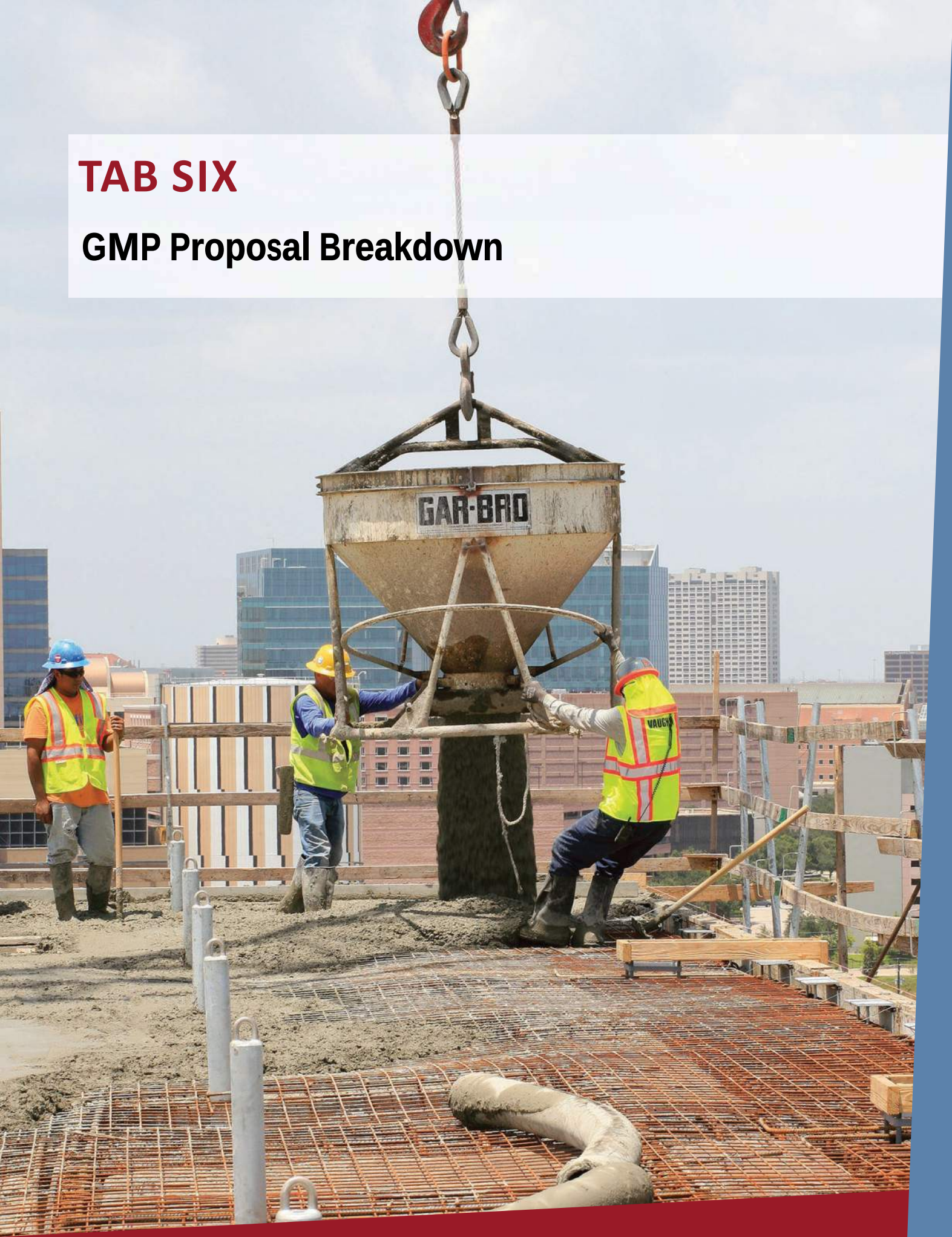
POSSIBLE COST REDUCTION / VALUE ADDED ITEMS

Phase: **GMP-02**
Date: **October 7, 2024**

1. No VE items identified at this time.

TAB SIX

GMP Proposal Breakdown



Phase: GMP-02
Date: October 7, 2024

Estimate Summary			Total
Cost of Work			$2,585,653
Design Contingency	% of COW		$0
Escalation	% of COW		$0
Total Cost of Work			**$2,585,653**
Construction Phase Fee	% of Total COW	29.98%	**$775,179**
Negoatiated Fee			**($30,000)**
Guaranteed Maximum Price			**$3,330,832**
Owners Contingency	% of GMP	0.00%	**$0**
Grand Total			**$3,330,832**

WILLIAMSON COUNTY JUSTICE COMPLEX IMPROVEMENTS
Project No. P476 / Vaughn Project No. 3161-01
ESTIMATE DETAIL

VAUGHN

Phase: GMP-02
Date: October 7, 2024

	Quantity	Unit	Rate	Total
Division 01 - General Requirements				**166,937.00**
01.36 - GENERAL TRADES	**0**	**SF**		**158,096.00**
00 - General	**0**	**SF**		**158,096.00**
General Requirements				**158,096.00**
General Works Sub Bid	1	LS	158,096.00	158,096.00
Project Cleaning	**0**	**SF**		**0**
Project Cleaning Supplies	1	LS	0	0
Project Signage	**0**	**SF**		**0**
Job Required Signage	1	EACH	0	0
Do Not Enter Signage	1	EACH	0	0
Safety	**0**	**SF**		**0**
Temporary Fire Extinguishers - Input Building SF	12,350.00	SF	0	0
Recertification Of Fire Extinguishers - Input Building SF	12,350.00	SF	0	0
Safety Material & Equipment	4	MO	0	0
Project Safety Requirements	**0**	**SF**		**0**
Badging	4	EACH	0	0
Other Administrative Requirements	**0**	**SF**		**0**
Subcontractor Escort	20	WEEK	0	0
Negative Air Machines	**0**	**SF**		**0**
Neg Air Machine	1	EACH	0	0
Hepa Filter	1	EACH	0	0
Secondary Filter	20	EACH	0	0
Setup Neg Air Machine	1	EACH	0	0
Set Up and Maintainence of Neg Air Machines	20	WEEK	0	0
Temporary Ductwork	**0**	**SF**		**0**
6 Mil Plastic (20' x 100')	1	ROLL	0	0
Other Temporary Partitions				**0**
Ram Board	1	ROLL	0	0
Flooring Protection				**0**
Sticky Mats	4	EACH	0	0
Other Temporary Protection				**0**
Tree Protection - Chain Link (20 Trees)	600	LF	0	0
01.74 - FINAL CLEAN	**0**	**SF**		**8,841.00**
00 - General	**0**	**SF**		**8,841.00**
Project Cleaning	**0**	**SF**		**8,841.00**
Sub Bid	1	LS	8,841.00	8,841.00
01 - Gym Renovations	**0**	**SF**		**0**
Project Cleaning	**0**	**SF**		**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Rough Clean - 4 Mobilizations	3,220.00	SF	0	0
Final Clean - 4 Mobilizations	3,220.00	SF	0	0
02 - Security Upgrades	**0**	**SF**		**0**
Project Cleaning	**0**	**SF**		**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Rough Clean - 4 Mobilizations	9,130.00	SF	0	0
Final Clean - 4 Mobilizations	9,130.00	SF	0	0
Division 02 - Existing Conditions				**101,020.00**
02.01 - REMOVALS	**0**	**SF**		**101,020.00**
00 - General	**0**	**SF**		**101,020.00**
Subcontractor				**101,020.00**
Demo Sub Bid	1	LS	101,020.00	101,020.00

	Quantity	Unit	Rate	Total
01 - Gym Renovations	**0**	**SF**		**0**
Spec Sections				**0**
Spec Section 02 41 00 - Demolition	1	SCOPE	0	0
General Demolition				**0**
Permits For Demolition As Required	1	SCOPE	0	0
Temporary Protection For Demolition (By Div. 01)	1	SCOPE	0	0
Temporary Power For Demolition (By Div. 26)	1	SCOPE	0	0
Dust And/Or Water Control For Demolition As Required (By Div. 01)	1	SCOPE	0	0
Infection Control For Demolition As Required (By Div. 01)	1	SCOPE	0	0
Interior Demolition				**0**
Remove Drywall Ceilings	1,289.00	SF	0	0
Remove Carpeting and Rubber Base	1,591.00	SF	0	0
Remove Flooring Adhesive	1,591.00	SF	0	0
Remove Epoxy Flooring and Cove Base	1,331.00	SF	0	0
Remove Interior CMU Partitions	2,220.00	SF	0	0
Haul Demolished MEP Systems / Fixtures	6,919.00	SF	0	0
Remove Toilet Partition	6	EACH	0	0
Remove Toilet Accessories	1	SCOPE	0	0
Remove Door, Frame, & Hardware	5	EACH	0	0
Remove Restroom Countertop	19	LF	0	0
Remove Lockers and Benches	79	LF	0	0
Dumpsters For Demolition - 30 CY	0	EACH	0	0
Demolition Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Demo MEP Penetrations in CMU Walls	5	EACH	0	0
02 - Security Upgrades	**0**	**SF**		**0**
General Demolition				**0**
Permits For Demolition As Required	1	SCOPE	0	0
Temporary Protection For Demolition (By Div. 01)	1	SCOPE	0	0
Temporary Power For Demolition (By Div. 26)	1	SCOPE	0	0
Dust And/Or Water Control For Demolition As Required (By Div. 01)	1	SCOPE	0	0
Infection Control For Demolition As Required (Coordinate With Div. 01)	1	SCOPE	0	0
Miscellaneous Exterior Removals				**0**
Remove ADA Signs	2	EACH	0	0
Remove Bollards - Machine Removal (No Cutting)	5	EACH	0	0
Remove Fence, Chain Link & Posts	11	LF	0	0
Interior Demolition				**0**
Dumpsters For Demolition - 30 CY	1	SCOPE	0	0
Demolition Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Remove Temporary Infill Panel at Judge's Benches	7	EACH	0	0
Demo Concrete Pavement	4,771.00	SF	0	0
Demo Concrete Sidewalk	1,535.00	SF	0	0
Demo Concrete Curb	368	LF	0	0
Demo Foundations at Antenna	1	SCOPE	0	0
Division 03 - Concrete				**243,232.00**
03.00 - CONCRETE TURNKEY	**0**	**SF**		**243,232.00**
00 - General	**0**	**SF**		**243,232.00**
Concrete Subcontractor	**0**	**LS**		**243,232.00**
Concrete Turnkey Sub Bid	1	LS	243,232.00	243,232.00
01 - Gym Renovations	**0**	**SF**		**0**
Mow Strips				**0**
Water Softner MEP Pad	8	SF	0	0
02 - Security Upgrades	**0**	**SF**		**0**

	Quantity	Unit	Rate	Total
Spec Sections				**0**
Spec Section 32 13 13 - Concrete Sidewalks, Driveways and Flatwork	1	SCOPE	0	0
Spec Section 34 71 13 - Bollards	1	SCOPE	0	0
Concrete Wash-out	1	SCOPE	0	0
Dowling for Dumpster Enclosure Wall	1	SCOPE	0	0
Misc Concrete	**0**	**CY**		**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Paving				**0**
8" Dumpster Pad #4 @ 18" OCEW 3500 PSI	970	SF	0	0
8" Dumpster Apron 3500 PSI	541	SF	0	0
8" Dumpster Pad Grade Beams 24x18 w/ (4) #6 Bars 3500 PSI	94	LF	0	0
8" Dumpster Pad Grade Beams 24x18 w/ (4) #6 Bars 3500 PSI	94	LF	0	0
Sidewalks				**0**
4" Sidewalk (Based On 6'-0" Wide), Tooled Jts, #4's @ 18" OC	1,780.00	SF	0	0
Add for ADA Ramp w/ Indicator Pavers (C5.2/SD37)	195	SF	0	0
Mow Strips				**0**
Maintenance Band 12" Wide (C5.3/Concrete S idewalk & Concrete Mow Strip)	240	LF	0	0
Curbing				**0**
Machined Curb & Gutter (C5.0/SD06)	524	LF	0	0
Bollards				**0**
Set Sphere Bollards (6/AS1.03)	5	EACH	0	0
Bollard Foundation, Set & Fill Pipe	16	EACH	0	0
Division 04 - Masonry				**49,628.00**
04.01 - MASONRY	**0**	**SF**		**49,628.00**
00 - General	**0**	**SF**		**49,628.00**
Subcontractor				**49,628.00**
Masonry Sub Bid	1	LS	49,628.00	49,628.00
01 - Gym Renovations	**0**	**SF**		**0**
Spec Sections				**0**
Spec Section - 04 20 00 - Unit Masonry	1	SCOPE	0	0
Spec Section - 047200 - Cast Stone Masonry	1	SCOPE	0	0
Masonry Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Masonry in-fill	1	SCOPE	0	0
Installation Of Loose Lintels Supplied By Others - S2.01	1	SCOPE	0	0
Building HVAC Demo				**0**
Cut Existing Opening to Accomodate New Louver - 4/A6.01	1	SCOPE	0	0
02 - Security Upgrades	**0**	**SF**		**0**
Concrete Masonry Units (CMU)				**0**
CMU - 8" - Grout Filles @ 48" OC	569	SF	0	0
Cast Stone				**0**
Cast Stone Parapet Cap	71	LF	0	0
Masonry Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Repair of CMU Framing Replaced Exterior Door	1	SCOPE	0	0
Reinforcing Steel in CMU Dumpster Enclosure	1	SCOPE	0	0
Division 05 - Metals				**117,405.00**
05.00 - STRUCTURAL STEEL TURNKEY	**0**	**SF**		**117,405.00**
00 - General	**0**	**SF**		**117,405.00**
Vendor				**117,405.00**
Steel Vendor Bid	1	LS	117,405.00	117,405.00

	Quantity	Unit	Rate	Total
01 - Gym Renovations	**0**	**SF**		**0**
Masonry Supports				**0**
Masonry Lintels - Loose	31	LF	0	0
02 - Security Upgrades	**0**	**SF**		**0**
Steel Fabrication				**0**
Gate Brace Plates (8x11x1/4) - Galvanized	2	EACH	0	0
Gate Posts (HSS 4x4x1/2) - Galvanized	2	EACH	0	0
Pipes for Gate Anchors - Galvanized	6	EACH	0	0
Gate Brace (HSS 4x4x1/2) - Galvanized	2	EACH	0	0
Gate Posts (HSS 6x6x1/2) - Galvanized	2	EACH	0	0
Custom Gates - Galvanized	3	EACH	0	0
Guardrails				**0**
Guardrail - 2 Line Galvanized	27	EACH	0	0
Coring for Guardrail	1	SCOPE	0	0
Misc. Steel Fabrication				**0**
Pipe Bollards - 6", Galvanized	16	EACH	0	0
Steel Millwork Supports Per 4/A5.00	3	EACH	0	0
Steel Fabrication Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Subcontractor				**0**
Spec Section 05 12 00 - Structural Steel Framing	1	LS	0	0
Structural Steel Erection				**0**
Demolish Existing Antenna	1	EACH	0	0
Gate Posts/Braces	6	EACH	0	0
Custom Gates	3	EACH	0	0
Guardrails				**0**
Site Guardrails - Multi-Lined, Cored and Set	27	EACH	0	0
Division 06 - Wood, Plastics, and Composites				**15,734.00**
06.02 - ARCHITECTURAL WOODWORK/MILLWORK/TRIM	**0**	**LF**		**15,734.00**
00 - General	**0**	**LF**		**15,734.00**
Subcontractor				**15,734.00**
Millwork Sub Bid	1	LS	15,734.00	15,734.00
01 - Gym Renovations	**0**	**LF**		**0**
Spec Sections				**0**
Section 12 36 61.16 - Solid Surfacing Countertops	1	SCOPE	0	0
Solid Surface Fabrications				**0**
SS-1 Rounded Solid Surface Countertop - 1-1/2"	15	LF	0	0
Speed Braces / Support Angles	3	EACH	0	0
Solid Surface Scope Items				**0**
Cutouts for Plumbing Fixtures	1	SCOPE	0	0
Grommets	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
Badging	1	SCOPE	0	0
Manufacturers				**0**
Corian	1	SCOPE	0	0
DuPont	1	SCOPE	0	0
Wilsonart LLC	1	SCOPE	0	0
Hollman	1	SCOPE	0	0
02 - Security Upgrades	**0**	**LF**		**0**
Spec Sections				**0**
Section 06 41 00 - Architectural Wood Casework	1	SCOPE	0	0
Plastic Laminate Countertops				**0**
Infill - Courtrooms	23	LF	0	0
Architectural Millwork Scope Items				**0**
Duress Alarm Rough In - Drill A Hole @ Courtrooms - TS3.02/.04/.05/.07	1	SCOPE	0	0

	Quantity	Unit	Rate	Total
Solid Surface Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Division 07 - Thermal and Moisture Protection				**14,639.00**
07.01 - WATERPROOF / DAMPPROOF / JOINT SEALANTS	**0**	**SF**		**7,409.00**
00 - General	**0**	**SF**		**7,409.00**
Subcontractor				**7,409.00**
Waterproofing Sub Bid	1	LS	7,409.00	7,409.00
01 - Gym Renovations	**0**	**SF**		**0**
Spec Sections				**0**
Spec Section - 07 92 00	1	SCOPE	0	0
Dampproofing Manufacturers				**0**
Manufacturer: GE Construction Sealants	1	SCOPE	0	0
Waterproofing Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Water Repellent Scope Items				**0**
Joint sealants at sidewalk control joints	1	SCOPE	0	0
Flashing and sealant to be included at new louver - 4/A6.01	1	SCOPE	0	0
02 - Security Upgrades	**0**	**SF**		**0**
Building Facade Joint Sealants				**0**
Joint Sealant @ Exterior Doors	1	SCOPE	0	0
Flashing @ Exterior Doors	1	SCOPE	0	0
07.08 - FIREPROOFING	**0**	**SF**		**7,230.00**
00 - General	**0**	**SF**		**7,230.00**
Subcontractor				**7,230.00**
Fireproofing Sub Bid	1	LS	7,230.00	7,230.00
01 - Gym Renovations	**0**	**SF**		**0**
Cementitious Fireproofing				**0**
Ceiling Fireproofing - touchup above womens' restrooms (20%)	152	SF	0	0
Ceiling Fireproofing - touchups over remaining ceiling (20%)	322	SF	0	0
Scope: Exclude acoustical insulation.	0	SCOPE	0	0
Fireproofing Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Division 08 - Openings				**134,362.00**
08.00 - DOORS, FRAMES, AND HARDWARE	**0**	**EACH**		**60,233.00**
00 - General	**0**	**EACH**		**60,233.00**
Vendor				**60,233.00**
Doors, Frames, & Hardware Sub Bid	1	LS	60,233.00	60,233.00
01 - Gym Renovations	**0**	**EACH**		**0**
Spec Sections				**0**
Section 08 71 00 - Door Hardware	1	SCOPE	0	0
Section 08 11 13 - Hollow Metal Doors & Frames	1	SCOPE	0	0
Door Frames				**0**
3070 Hollow Metal Frame	3	EACH	0	0
2670 Hollow Metal Frame	6	EACH	0	0
Hollow Metal Doors				**0**
2670 Hollow Metal Door	6	EACH	0	0
3070 Hollow Metal Door	3	EACH	0	0
Manufacturers				**0**
Airtec Corporation	1	SCOPE	0	0
Apex Industries, Inc	1	SCOPE	0	0
Ceco Door; AADG, Inc	1	SCOPE	0	0
Concept Frames, AADG, Inc	1	SCOPE	0	0

	Quantity	Unit	Rate	Total
DCI Hollow Metal on Demand	1	SCOPE	0	0
Hardware Sets				**0**
Door Hardware Set: 01	3	EACH	0	0
Door Hardware Set: 02	1	EACH	0	0
Door Hardware Set: 03	1	EACH	0	0
Door Hardware Set: 04	4	EACH	0	0
Door Hardware Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
02 - Security Upgrades	**0**	**EACH**		**0**
Spec Sections				**0**
Section 08 11 13 - Hollow Metal Doors & Frames	1	SCOPE	0	0
Section 08 71 00 - Door Hardware	1	SCOPE	0	0
Door Frames				**0**
3070 Hollow Metal Frame	9	EACH	0	0
Hollow Metal Doors				**0**
3070 Hollow Metal Door - Type 1	5	EACH	0	0
3070 Hollow Metal Door - Type 4	4	EACH	0	0
Manufacturers				**0**
Haley Brothers	1	SCOPE	0	0
Masonite Architectural	1	SCOPE	0	0
VT Industries, Inc.	1	SCOPE	0	0
Hardware Sets				**0**
Door Hardware Set: 06	2	EACH	0	0
Door Hardware Set: 07	9	EACH	0	0
Electric Strike - Approved Manufacturer: HES	1	SCOPE	0	0
Door Hardware Scope Items				**0**
Include Removal Of Doors, Frames & Hardware Being Replaced	1	SCOPE	0	0
Mag Locks - Doors N1065 A/B - TS1.02	1	SCOPE	0	0
Additonal Field Verify For Existing Conditions	1	SCOPE	0	0
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on SIte - Foreman	1	SCOPE	0	0
08.10 - OVERHEAD DOORS/COILING GRILLS	**0**	**EACH**		**29,428.00**
00 - General	**0**	**EACH**		**29,428.00**
Subcontractor				**29,428.00**
Overhead & Coiling Door Sub Bid	1	LS	29,428.00	29,428.00
02 - Security Upgrades	**0**	**EACH**		**0**
Spec Sections				**0**
Section 08 33 23 - Overhead Coiling Doors	1	SCOPE	0	0
Coiling Grilles				**0**
Aluminum Coiling Grille - 11'-2" x 10'-7" - 2/AS1.03	2	EACH	0	0
Overhead Doors Scope Items				**0**
Electric Operatiors & Control Stations	1	SCOPE	0	0
Wiring From Electric Circuit DIsconnect to Operators & Control Stations	1	SCOPE	0	0
Control Station - Three Button	1	SCOPE	0	0
Slat Size 2"	1	SCOPE	0	0
Factory Painted	1	SCOPE	0	0
Warranty - 5 Year Manufacrue Warranty	1	SCOPE	0	0
Emtrament Protection Devices - Wireless Eye Sensor	1	SCOPE	0	0
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Manufacturers				**0**
Cornell Iron Works	1	SCOPE	0	0
Liftmasters	1	SCOPE	0	0
Overhead Door Company - Basis of Design Model 620	1	SCOPE	0	0

	Quantity	Unit	Rate	Total
08.28 - GLASS & GLAZING	**0**	**SF**		**44,701.00**
00 - General	**0**	**SF**		**44,701.00**
Subcontractor				**44,701.00**
Glass & Glazing Sub Bid	1	LS	44,701.00	44,701.00
01 - Gym Renovations	**0**	**SF**		**0**
Spec Sections				**0**
Section 08 83 00 - Mirrors	1	LS	0	0
Mirrors				**0**
Mirrored Wall 4' x 6' - East Side Gym - Detail 1&2/ A2.03	226	SF	0	0
Mirrored Wall 7' x 6' - South Side Gym	237	SF	0	0
Mirrored Wall 7' x 6' - North Side Gym	282	SF	0	0
Mirrored Wall 7' x 6' - West Side Gym	298	SF	0	0
Glass and Glazing Scope Items				**0**
Painted Flashing - 2/A5.01	174	LF	0	0
Manufacturers				**0**
Binwanger Glass Company	1	SCOPE	0	0
Gardner Glass, Inc.	1	SCOPE	0	0
National Glass Industries, Inc	1	SCOPE	0	0
Trulite Glass & Almunium	1	SCOPE	0	0
02 - Security Upgrades	**0**	**SF**		**0**
Subcontractor				**0**
Glass & Glazing Sub Bid	1	LS	0	0
Glass & Glazing Bond On Sub	0	%	0	0
Spec Sections				**0**
Section 08 80 00 - Glazing	1	LS	0	0
Glass Doors & Entrances				**0**
Exterior Door Lites - Door Type 4	4	EACH	0	0
Glass and Glazing Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Manufacturers				**0**
Trulite Glass & Almunium Solutions, LLC	1	SCOPE	0	0
Viracon, Inc	1	SCOPE	0	0
Tecnoglass; Insulating Glass	1	SCOPE	0	0
Tecnoglass; Laminated Glass	1	SCOPE	0	0
Thompson I.G LLC; Laminated Glass	1	SCOPE	0	0
Viracon, Architectural Glass Segment of Apogee Enterprises, Inc	1	SCOPE	0	0
Division 09 - Finishes				**257,220.00**
09.02 - DRYWALL	**0**	**SF**		**80,075.00**
00 - General	**0**	**SF**		**80,075.00**
Subcontractor				**80,075.00**
Drywall Sub Bid	1	LS	80,075.00	80,075.00
01 - Gym Renovations	**0**	**SF**		**0**
Vanity Supports				**0**
Vanity Support - 2 x 2 Fire Treated Wood Blocking	542	LF	0	0
Mirror Support in the gym room - Fire Treated Plywood - 3/4"	4,160.00	SF	0	0
Spec Sections				**0**
Specification Section - 09 29 00	1	SCOPE	0	0
Interior Partitions to Deck, 1 Layer EA Side				**0**
To 10' -20 Ga.3 5/8"@16",1 Ea 5/8"Gyp Ea. Side	177	LF	0	0
WIP patchback (10%)	18	LF	0	0
Glass mat Tile backer board	330	LF	0	0
Furred wall located in the gym	30	LF	0	0
Drywall Ceilings				**0**
Drywall Ceiling	275	SF	0	0
Insulation by Drywall				**0**
Acoustical Wall Insulation	1,770.00	SF	0	0

	Quantity	Unit	Rate	Total
Drywall Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Drywall to provide Tile backing panels for restrooms.	1	SCOPE	0	0
Drywall to pick up patching at MEP in wall devices.	1	SCOPE	0	0
Manufacturer - CertainTeed; SAINT-GOBAIN	0	SCOPE		0
Manufacturer - Georgia-Pacific Gypsum LLC	0	SCOPE		0
Manufacturer - USG Corporation	0	SCOPE		0
Manufacturer - American Gypsum	1	SCOPE	0	0
Tape wall will receive tile.	1	SCOPE	0	0
Include blocking drywall patchin.	1	SCOPE	0	0
Acoustical Ceilings				**0**
Standard 2 x 2 Acoustical Ceiling	469	SF	0	0
Ceilings Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Toilet Accessory Blocking				**0**
Toilet Accessory - 2 x 6 Fire Treated Wood Blocking	13	LF	0	0
02 - Security Upgrades	**0**	**SF**		**0**
Acoustical Ceilings				**0**
Standard 2 x 2 Acoustical Ceiling	289	SF	0	0
Ceilings Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
09.03 - TILE	**0**	**SF**		**41,174.00**
00 - General	**0**	**SF**		**41,174.00**
Subcontractor				**41,174.00**
Tile Sub Bid	1	LS	41,174.00	41,174.00
01 - Gym Renovations	**0**	**SF**		**0**
Spec Sections				**0**
Section 09 30 13 - Ceramic Tiling	1	SCOPE	0	0
Section 09 30 13 - 6 - 2.3 - Thresholds	1	SCOPE	0	0
Waterproofing				**0**
Waterproofing Membrane at Floors	639	SF	0	0
Waterproofing Membrane at Walls	963	SF	0	0
Ceramic Tile				**0**
TL-2 Matte Ceramic Tile - 24" x 24" - Wash Room - 4'-4" Height	66	SF	0	0
TL-1 Polished Porcelain Tile - 12" x 24" - Shower - 7' Height	657	SF	0	0
TL-1 Polished Porcelain Tile - 12" x 24" - Bathroom - 4'Height	240	SF	0	0
Moisture Protection	2,565.00	SF	0	0
Epoxy Grout	2,565.00	SF	0	0
TL-4 - Porcelain Floor Tile - 24"x24"	141	SF	0	0
TL-3 - Porcelain Floor Tile - 6"x24"	498	SF	0	0
TL-1 Cove Base	335	LF	0	0
Other Tile				**0**
Thresholds -Schluter RENO-T Wide 9/16"	23	LF	0	0
Transition - Schluter - Reno-Ramp/K - RFI - A.1.11	6	LF	0	0
Tile Scope Items				**0**
Crack Isolation Membranes	1	SCOPE	0	0
Setting Material	1	SCOPE	0	0
Cutting of Materials to be Performed Outside	1	SCOPE	0	0
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Manufacturer				**0**

	Quantity	Unit	Rate	Total
Crossville	1	SCOPE	0	0
Custom Building Products	1	SCOPE	0	0
Daltile	1	SCOPE	0	0
Laticrete Internaocial, Inc,	1	SCOPE	0	0
Mapel Corporation	1	SCOPE	0	0
Tile Scope Items				**0**
FLOOR PROTECTION	2,565.00	SF	0	0
09.07 - CARPET, VINYL FLOORING, & BASE	**0**	**SF**		**82,456.00**
00 - General	**0**	**SF**		**82,456.00**
Subcontractor				**82,456.00**
Flooring Sub Bid	1	LS	82,456.00	82,456.00
01 - Gym Renovations	**0**	**SF**		**0**
Flooring Protection				**0**
Floor Prep -Bags	20	EACH	0	0
Spec Sections				**0**
Section 09 65 19 - Resilient Tile Flooring	1	LS	0	0
Section 09 65 13 - Resilient Base & Accessories	1	LS	0	0
Resilient Base				**0**
Rubber Base - 4"	218	LF	0	0
Resilient Base Manufacturers				**0**
Armstrong World Industries, Inc	1	SCOPE	0	0
Johnsonite; a Tarkett Company	1	SCOPE	0	0
Roppe Corporation; Roppe Holding Company	1	SCOPE	0	0
Flooring Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Sports Flooring				**0**
Rubber Gym Flooring - 24" x 24" x 3/8"	2,277.00	SF	0	0
Manufacturers				**0**
Matter Spaces	1	SCOPE	0	0
Dinoflex	1	SCOPE	0	0
American Biltrite	1	SCOPE	0	0
EQ3 -Core & Sleeve For Stanchions	1	SCOPE	0	0
09.12 - PAINTING	**0**	**SF**		**53,515.00**
00 - General	**0**	**SF**		**53,515.00**
Subcontractor				**53,515.00**
Painting Sub Bid	1	LS	53,515.00	53,515.00
01 - Gym Renovations	**0**	**SF**		**0**
Concrete Sealer				**0**
Seal Concrete - Janitor	31	SF	0	0
Concrete Sealer Scope Items				**0**
Prep in Accordance with Manufacturers Recomendations	1	SCOPE	0	0
Spec Sections				**0**
Spec Section - 09 91 23	0	SCOPE	0	0
Paint Drywall				**0**
Paint P-1 BOD: Sherwin Williams, SW 7570 Egret White, Eggshell finish	521	SF	0	0
Paint P-2 BOD: Sherwin Williams, SW 7602 Indigo Batik, Eggshell finish	723	SF	0	0
Paint P-3 BOD: Sherwin Williams, SW 6242 Bracing Blue, eggshell finish	1,163.00	SF	0	0
Paint Concrete				**0**
Paint P-4 Paint Exposed Fireproofed Ceiling	6,579.00	SF	0	0
Paint Doors & Frames				**0**
Paint Hollow Metal Frames	9	EACH	0	0
Paint Hollow Metal Doors	9	EACH	0	0
Paint Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0

	Quantity	Unit	Rate	Total
Existing ductwork, fireproofing and electrical conduit with black ceiling paint.	1	SCOPE	0	0
Tape & Float Temporary Partitions	1,000.00	SF	0	0
Paint Temporary Partitions	1,000.00	SF	0	0
Caulking from Gypsum to Adjacent Surfaces	1	SCOPE	0	0
Sub to pick up block filler at infill CMU	1	SCOPE	0	0
Manufacturers				**0**
Sherwin-Williams Company	1	SCOPE	0	0
02 - Security Upgrades	**0**	**SF**		**0**
Paint Masonry				**0**
Paint CMU dumpster wall - matching paint of main building	1,152.00	SF	0	0
Block Filler	1,152.00	SF	0	0
Paint Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Sealed concrete will be picked up paint sub.	1	SCOPE	0	0
Include paint at the security monitors.	1	SCOPE	0	0
Division 10 - Specialties				**40,475.00**
10.00 - SPECIALTIES TURNKEY	**0**	**EACH**		**35,700.00**
00 - General	**0**	**EACH**		**35,700.00**
Vendor				**35,700.00**
Specialties Sub Bid	1	LS	35,700.00	35,700.00
01 - Gym Renovations	**0**	**EACH**		**0**
Spec Sections				**0**
Section 10 51 29 - Phenolic Lockers	1	SCOPE	0	0
Stainless Steel Wall Protection				**0**
Stainless Steel Corner Guards - Surface Mounted - 5' -RFI	2	EACH	0	0
Plastic Wall Protection				**0**
Fiberglass Reinforced Plastic - Janitor	19	LF	0	0
Style - Molded Pebble Texture - Janitor	1	SCOPE	0	0
Color - P430N Medium Gray Class C - Janitor	1	SCOPE	0	0
Phenolic Lockers	**0**	**EACH**		**0**
Double Tier Phenolic Z - 72"H x 12"W x 18"D	28	EACH	0	0
Locker Room Benches				**0**
Phenolic Bench ADA - 18.5" H x 20"W x 48"L	1	EACH	0	0
Phenolic Benches - 18.5"H x 15"W x 60"L	1	EACH	0	0
Back Support Bracker	1	EACH	0	0
Locker Accessories				**0**
Digital Lock, Finish: Satin Nickel - RFI	28	EACH	0	0
Manufacturers				**0**
Manufacturer - Hollman Inc	1	SCOPE	0	0
Manufacturer - Marlite	1	SCOPE	0	0
Grab Bars				**0**
Grab Bars - 36" Surface Mounted SST - TA/A1.01	2	EACH	0	0
Grab Bars - 42" Surface Mounted SST	1	EACH	0	0
Grab Bars - 18" Surface Mounted SST	1	EACH	0	0
Paper Towel Dispensers				**0**
Surface Mounted Hand Towel Roll Dispenser,Matic H1	2	EACH	0	0
Toilet Paper Dispensers				**0**
Surface-Mounted Toilet Paper Dispenser	4	EACH	0	0
Sanitary Napkin Disposals				**0**
Surface-Mounted Toilet Seat Cover Dispenser	4	EACH	0	0
Soap Dispensers				**0**
Surface-Mounted Soap Dispenser LTX-12	2	EACH	0	0
Shower Seats				**0**
Folding Shower/Dressing Area Seat	3	EACH	0	0
Folding Accessbile Shower Seat	1	EACH	0	0
Mirrors				**0**

	Quantity	Unit	Rate	Total
Mirror 24"x36" w/ Stainless Steel Channel	4	EACH	0	0
Mop Holders				**0**
Surface-Mounted Mop/Broom Holder	1	EACH	0	0
Manufacturers				**0**
GOJO	1	SCOPE	0	0
TORK	1	SCOPE	0	0
Grainger	1	SCOPE	0	0
Bobrick	1	SCOPE	0	0
Miscellaneous Specialties Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on SIte - Foreman	1	SCOPE	0	0
10.08 - SIGNAGE	**0**	**EACH**		**4,775.00**
00 - General	**0**	**EACH**		**4,775.00**
Subcontractor				**4,775.00**
Signage Sub Bid	1	LS	4,775.00	4,775.00
01 - Gym Renovations	**0**	**EACH**		**0**
Spec Sections				**0**
10 14 23.16 - Room Identification Panel Signage	1	SCOPE	0	0
Interior Signage				**0**
Locker Room Signage - 7" x 9"	1	EACH	0	0
Janitor Signage - 7" x 9"	1	EACH	0	0
Restroom Signage - 7" x 9"	1	EACH	0	0
GYM Signage - 7" x 9"	1	EACH	0	0
Wash Room Signage - 7" x 9"	1	EACH	0	0
GYM Signage - 7" x 9"	1	EACH	0	0
Bathroom SIgnage - 7"x9"	1	EACH	0	0
Signage Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on SIte - Foreman	1	SCOPE	0	0
Manufacturers				**0**
ASI Sign System, Inc	1	SCOPE	0	0
Takeform	1	SCOPE	0	0
FSGS	1	SCOPE	0	0
Division 22 - Plumbing				**448,063.00**
22.00 - PLUMBING / HVAC TURNKEY	**0**	**FIXTURE**		**448,063.00**
00 - General	**0**	**FIXTURE**		**448,063.00**
Subcontractor				**448,063.00**
Plumbing / HVAC Sub Bid	1	LS	448,063.00	448,063.00
01 - Gym Renovations	**0**	**FIXTURE**		**0**
Spec Sections				**0**
22 05 13 - Common Motor Requirements for Plumbing Equipment	1	LS	0	0
22 05 16 - Expansion Fitting and Loops for Plumbing Piping	1	LS	0	0
22 05 17 - Sleeves and Sleeves Seals for Plumbing	1	LS	0	0
22 05 23 - General Duty Valves for Plumbing Piping	1	LS	0	0
22 05 29 - Hangers and Supports for Plumbing Piping and Equipment	1	LS	0	0
22 05 53 - Identificaiton for Plumbing Piping and Equipment	1	LS	0	0
22 07 16 - Plumbing Equipment Insulation	1	LS	0	0
22 07 19 - Plumbing Piping Insulation	1	LS	0	0
22 07 19.11 - Under-Lavatory Pipe and Supple Covers - Plumberex	1	LS	0	0
22 10 05 - Plumbing Piping	1	LS	0	0
22 10 06 - Plumbing Piping Specialties	1	LS	0	0
22 11 23 - Domestic Water Pumps	1	LS	0	0
22 30 23 - Plumbing Equipment	1	LS	0	0
22 40 00 - Plumbing Fixtures	1	LS	0	0
Demo Building Plumbing				**0**
Demo Lavatory/Sink - Womens	3	EACH	0	0

	Quantity	Unit	Rate	Total
Demo Lavatory/Sink - Mens	3	EACH	0	0
Demo Water Closet - Womens	3	EACH	0	0
Demo Water Closet and Urinals - Mens	5	EACH	0	0
Demo Shower - Womens	3	EACH	0	0
Demo Shower - Mens	3	EACH	0	0
Demo Water Heater - P27/AD1.01	2	EACH	0	0
Demo Water Piping - Womens Restroom - Cut/Cap at Crawlspace/Chase/ HVAC Room - PD	387	LF	0	0
Demo Water Piping - Mens	484	LF	0	0
Demo Sanitary/Vent Piping - Womens - Cut/Cap at Crawlspace/Chase	156	LF	0	0
Demo, Cap, Drop (Equip, Fixtures, Piping), Division 2 Haul Off	1	SCOPE	0	0
Demo Sanitary Piping - Below Slab - Mens - P3/PUD1.00	98	LF	0	0
Sawcut for Below Slab Sanitary - Mens - P26/PUD1.00	120	LF	0	0
Sawcut for New Below Slab Sanitary - Mens Showers - Ref PU1.01	100	LF	0	0
Demo Sanitary/Vent Piping - Above Ground - Mens	168	LF	0	0
Cut/Cap Sanitary - Abondon in Place (Sinks, Showers, Toilets, Floor Drain, Mop SInk) - P4/P	11	EACH	0	0
X-Ray Concrete Prior To Sawcutting/Coring	1	LS	0	0
Domestic Water Piping				**0**
K-Cu Dist. Piping 3/4"	427	LF	0	0
K-Cu Dist. Piping 1-1/4"	143	LF	0	0
K-Cu Dist. Piping 1 1/2"	56	LF	0	0
K-Cu Dist. Piping 2"	95	LF	0	0
Domestic Water Type K - Ref. Spec 22 10 05 - Plumbing Piping - Specification Supercedes P	1	SCOPE	0	0
Domestic Water Type L - Ref. P0.02 - Plumbing Piping Schedule - Exclude Type L	1	SCOPE	0	0
K-Cu Dist. Piping 1"	28	LF	0	0
Cleanouts & Specialties				**0**
Water Hammer Arrestors 3/4" - All Water Drops	22	EACH	0	0
TMV-1 - Thermo Mixing Valves - All Sinks, Showers, Mop Sink - Leonard 107-LF-BP-BRKT	9	EACH	0	0
Sanitary Waste & Vent Piping				**0**
C.I. Waste & Vent Above Ground 2"	308	LF	0	0
C.I. Waste & Vent Above Ground 3"	135	LF	0	0
C.I. Waste & Vent Above Ground 4"	185	LF	0	0
C.I. Waste & Vent Underground 2"	147	LF	0	0
Condensate Piping/Pumps				**0**
L-Cu Piping 3/4"	45	LF	0	0
P-Trap Assembly - M27/M3.01 Ref Detail 4/M5.00	1	EACH	0	0
Piping Insulation				**0**
1" Fiberglass Insulation With All Service Jacket - Ref. Pipe Insulation Schedule P0.02	1	SCOPE	0	0
Piping Insulation - Fiberglass With All Service Jacket - 1" Wall - 3/4" Pipe	427	LF	0	0
Piping Insulation - Fiberglass With All Service Jacket - 1" Wall - 1" Pipe	28	LF	0	0
Piping Insulation - Fiberglass With All Service Jacket - 1" Wall - 1-1/4" Pipe	143	LF	0	0
Piping Insulation - Fiberglass With All Service Jacket - 1" Wall - 1-1/2" Pipe	56	LF	0	0
Piping Insulation - Fiberglass With All Service Jacket - 1" Wall - 2" Pipe	95	LF	0	0
Fixtures, Drains, Connections				**0**
FD1 - Floor Drain - (4"-5") Cast Iron - Jay R Smith 2005Y-A06NB-AHP	4	EACH	0	0
FD2 - Shower Drain (4"-5") Cast Iron - Jay R Smith 330-Y02	4	EACH	0	0
FS1 - Floor Sink, Cast Iron - Jay R Smith 3100Y-04-12-C-U-CI	1	EACH	0	0
MS1 - Mop SInk - Precast Terrazzo 24"x24"x10" - Sterm Williams MTB 2424-V-70	1	EACH	0	0
Connections - Connect to Existing 3" Vent - Located In Chase Behind Shower 2 - P2.01	1	EACH	0	0
Connections - Connect to Existing 2" Water Line - Located By Water Heaters - P2.01	1	EACH	0	0
Connections - Connect to Existing 2" Vent - Located Above Mens Shower 2 - P2.01	1	EACH	0	0
Connections - Connect to Water Heaters	2	EACH	0	0
Connections - Connect to Water Softener	1	EACH	0	0
Connections - Connect to Existing 1-1/4" Existing Hot Water Line - Located By Water Heate	1	EACH	0	0
L1 - Counter Undermount Lavatory - American Standard Ovalyn	4	EACH	0	0
WC1 - Water Closet, Flr Mntd, Flush Valve - American Standard Sloan	4	EACH	0	0
SH-1 - Shower Head & Trim - Tile Showers - Leanard 76-1A Showermaster 7600	1	EACH	0	0
SH-2 - Shower Head & Trim - Tile Showers - Leanard 76-1A Showermaster 7600	3	EACH	0	0
Trap Primers - Mop Sink - 21/P2.01	1	EACH	0	0

	Quantity	Unit	Rate	Total
Water Softeners				**0**
Packaged Water Softener 30 GPM	1	EACH	0	0
Water Heaters				**0**
Elec Wh, Commercial, 119 Gal, 280V, 70 GPH	2	EACH	0	0
Domestic Water Heat Exchangers				**0**
HW Circulation Pump - 28 GPM	1	EACH	0	0
Other Plumbing				**0**
Leak Detection Sensors	3	EACH	0	0
Leak Detection Smart Base W/ BMS	1	EACH	0	0
Leak Detection Cable at Cove Base - P32 3/A5.02	68	LF	0	0
Leak Detection Cable Between Tile and Rubber Floor - P33 4/A5.02	13	LF	0	0
Leak Detection Cable at Sawcut Slab - P34	172	LF	0	0
Leak Detection - Valve Controller Watts DT-553, DT505-2 - P17	4	EACH	0	0
Plumbing Scope Items				**0**
Piping Sleeves & Seals - Galanized Steel - RFI Response 119	1	SCOPE	0	0
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Nameplates (Control Panels, Transducers, Pumps, Tanks, Softeners) - Ref Spec 220553	1	SCOPE	0	0
Stencil (Piping 3/4" and higher, Heat Exchangers, Water Heaters, Recirc Pumps) - Ref Spec	1	SCOPE	0	0
Tags (Piping 3/4" and smaller, Control Valves, Equip Products) - Ref Spec 220553	1	SCOPE	0	0
Under-Lavatory Pipe Covers - Ref Spec - 220719.11	1	SCOPE	0	0
Exclude Water Fountains - Called for in 224000 - Plumbing Fixtures Not on Schedule	1	SCOPE	0	0
Exclude Electric Water Coolers - Called for in 224000 - Plumbing Fixtures Not on Schedule	1	SCOPE	0	0
Firestop Own Penetrations	1	LS	0	0
Plumbing Work Typically Excluded				**0**
Saw Cut/Patch Trench - Sanitary - P3/PUD1.00 & PU1.01	220	LF	0	0
Sawcut - Leak Detection - Note P34/P2.01	172	LF	0	0
Patch Floor Penetration - Sanitary - 11 EA - Note P4/PUD1.00	44	SF	0	0
MEP Pad - Water Softener 4"	1	SCOPE	0	0
Spec Sections				**0**
23 05 13 - Common Work Results For HVAC	1	SCOPE	0	0
23 05 17 - Sleeves and Sleeve Seals for HVAC Piping	1	SCOPE	0	0
23 05 23 - General Duty Valves for HVAC Piping	1	SCOPE	0	0
23 05 29 - Hangers and Supports for HVAC Piping and Equipment	1	SCOPE	0	0
23 05 48 - Vibration and Seismic Controls for HVAC	1	SCOPE	0	0
23 05 53 - Identification for HVAC Piping and Equipment	1	SCOPE	0	0
23 05 93 - TAB	1	SCOPE	0	0
23 07 13 - Duct Insulation	1	SCOPE	0	0
23 07 19 - HVAC Piping Insulation	1	SCOPE	0	0
23 08 00 - Commissioning of HVAC	1	SCOPE	0	0
23 21 13 - Hydronic Piping	1	SCOPE	0	0
23 21 14 - Hydronic Specialties	1	SCOPE	0	0
23 31 00 - HVAC Ducts and Casings	1	SCOPE	0	0
23 33 00 - Air Duct Accessories	1	SCOPE	0	0
23 34 23 - HVAC Power Ventilators	1	SCOPE	0	0
23 37 00 - Air Outlets and Inlets	1	SCOPE	0	0
32 82 19 - Fan Coil Units	1	SCOPE	0	0
Building HVAC Demo				**0**
Demo Building HVAC - Make Safe and Drop (Removal by Others)	3,000.00	SF	0	0
Demo Supply Ductwork	127	LF	0	0
Demo FCU	1	EACH	0	0
Demo Outside Air Fan	1	EACH	0	0
Demo Exhaust Fan	2	EACH	0	0
Demo Outside Air Ductwork	52	LF	0	0
Demo Cut Existing CHS/CHR Piping	4	EACH	0	0
Demo CHS/CHR Piping	100	LF	0	0
Cut Existing Opening (By Masons) to Accomodate New Louver - M9 - By Div 4	1	SCOPE	0	0

	Quantity	Unit	Rate	Total
Test & Balance				**0**
Test & Balance By HVAC Subcontractor	3,000.00	SF	0	0
Pre-Reading Before Demolition of Existing System	3,000.00	SF	0	0
Building HVAC Controls				**0**
Sensor - Humidity	2	EACH	0	0
Sensor - TStat	2	EACH	0	0
Sensor - Static Pressure Sensor - M30/M2.01 - At OA and Supply Fan	1	EACH	0	0
Interlock Smoke Motoized Dampers with Fire Alarm - M29/M2.01	4	EACH	0	0
Interlock Exhuast Fan with FCU's - M28/M2.01	1	EACH	0	0
Tie Into Existing System	1	LS	0	0
Controls by Automated Logic	1	SCOPE	0	0
Chilled Water Piping				**0**
1" L-Hard Copper - Branch to FCU	20	LF	0	0
1" L-Hard Copper - Downsize After FCU Branches	20	LF	0	0
2" L-Hard Copper - Downsize After FCU Branches	60	LF	0	0
Piping Connections				**0**
Connect Chilled Water Return	2	EACH	0	0
Connect Chilled Water Supply	2	EACH	0	0
Supply, Return, & Exhaust Duct				**0**
Galvanized Rectangular Duct - Supply	1,531.00	LB	0	0
Galvanized Rectangular Duct - Exhuast	567	LB	0	0
Galvanized Rectangular Duct - Return	567	LB	0	0
Galvanized Rectangular Duct - Outside Air	372	LB	0	0
Galvanized Spiral Duct - Supply	717	LB	0	0
Galvanized Spiral Duct - Outside Air	1,336.00	LB	0	0
Duct & Piping Insulation				**0**
Duct Insulation - Blanket - 2" - 1.5#/CF Density - Supply	688	SF	0	0
Duct Insulation - Blanket - 2" - 1.5#/CF Density - Exhaust	216	SF	0	0
Duct Insulation - Blanket - 2" - 1.5#/CF Density - Return	178	SF	0	0
Duct Insulation - Blanket - 2" - 1.5#/CF Density - Outside Air	623	SF	0	0
Include Duct Liner at Exposed Ductwork Locations	1	SCOPE	0	0
Flexible Duct				**0**
8" Diameter - Gym Diffusers - 14 EA	112	LF	0	0
8" Diameter - Security Diffusers - 1 EA	8	LF	0	0
Air Distribution Devices				**0**
B - Sidewall Return Grille - 54x16 - Sizing Changed in Addendum 3	1	EACH	0	0
A - S.S. Supply Diffusers - 24x24	4	EACH	0	0
C - S.S. Supply Diffusers - 12x12 - Not Used	0	EACH	0	0
D - Exhaust Registers - 48x24	10	EACH	0	0
E - S.S. Supply Register - 14x6	6	EACH	0	0
F - S.S. Supply Diffusers - 12x6 - Not Used	0	EACH	0	0
Fire Dampers	4	EACH	0	0
Fire Dampers - Motorized	4	EACH	0	0
Air Distribution Accessories				**0**
24x54 Louver (Changed from 54x24 Louver in Addendum 3)	9	SF	0	0
Sawcut Opening for Larger Louver M9/M2.01 by Others - Coordinate with Div 4)	1	LS	0	0
Lintel Above Louver Opening (Provided by Steel, Installed by Masons) - 2/S2.01	1	SCOPE	0	0
Exhaust & Return Fans				**0**
General Exhaust Fans	800	CFM	0	0
Supply/Make Up Fan - FCU1&2	2,000.00	CFM	0	0
Fan Coil Units				**0**
Fan Coil Units - Ceiling Mounted 1315 CFM	2	EACH	0	0
Maufacturer Updated - Addendum 3 to IEC	1	SCOPE	0	0
CFM Dropped from 1400 to 1315 - Addendum 3	1	SCOPE	0	0
Miscellaneous HVAC Scope				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0

	Quantity	Unit	Rate	Total
Firestop Own Penetrations	1	LS	0	0
Division 26 - Electrical				**629,005.00**
26.01 - ELECTRICAL	**0**	**SF**		**582,333.00**
00 - General	**0**	**SF**		**582,333.00**
Electrical Subcontractor				**582,333.00**
Electrical Sub Bid	1	LS	582,333.00	582,333.00
01 - Gym Renovations	**0**	**SF**		**0**
Spec Sections				**0**
Spec Section 26 51 00 - Interior Lighting	1	SCOPE	0	0
Spec Section 26 05 29 - Hangers And Supports For Electrical Systems	1	SCOPE	0	0
Spec Section 26 24 16 - Panel Boards	1	SCOPE	0	0
Spec Section 26 05 05 - Selective Demolition For Electrical	1	SCOPE	0	0
Spec Section 26 05 33.13 - Conduit For Electrical Systems	1	SCOPE	0	0
Spec Section 26 27 26 - Wiring Devices	1	SCOPE	0	0
Spec Section 26 05 19 - Low-Voltage Electrical Power Conductors And Cables	1	SCOPE	0	0
Spec Section 26 05 33.16 - Boxes For Electrical Systems	1	SCOPE	0	0
Spec Section 26 28 13 - Fuses	1	SCOPE	0	0
Spec Section 26 05 26 - Grounding And Bonding For Electrical Systems	1	SCOPE	0	0
Spec Section 26 05 53 - Identification For Electrical Systems	1	SCOPE	0	0
Spec Section 26 28 16.16 - Enclosed Switches	1	SCOPE	0	0
Electrical Demo				**0**
Electrical Demo & Electrical Make Safe Of Existing Exhaust Fans (2), Fan Coil Unit, And Sup	3,100.00	SF	0	0
Feeders - Conduit w/ Wire				**0**
3/4" Emt 8/12 Strut	2,195.00	LF	0	0
Branch Circuiting				**0**
120V Duplex Outlet	13	EACH	0	0
120V GFI Duplex Outlet - Normal Power	6	EACH	0	0
Wall Mounted Occ. Sensors	1	EACH	0	0
Ceiling Mounted Occ. Sensors	4	EACH	0	0
Dimmers	1	EACH	0	0
Automatic Flush Valve J-Box w/ Conduit & Wire	4	EACH	0	0
Leak Detection Sensor J-Box w/ Conduit & Wire	4	EACH	0	0
Leak Detection Valve Conctroller J-Box w/ Conduit & Wire	4	EACH	0	0
Single Switches	2	EACH	0	0
Add For Dedicated/Homerun Circuit	8	EACH	0	0
Low Voltage Rough-In				**0**
AV Rough-In	2	EACH	0	0
Data Rough-In	1	EACH	0	0
T-Stat Rough-In	1	EACH	0	0
Fire Alarm Conduit & Back Boxes	850	SF	0	0
Light Fixtures				**0**
Type A 2'x2' Recessed Light Fixture	12	EACH	0	0
Type B 6" Recessed Downlight	12	EACH	0	0
Type D Vanity Light Fixture	5	LF	0	0
Type X1 Wall Mounted Exit Sign	2	EACH	0	0
Type X Ceiling Mounted Exit Sign	1	EACH	0	0
Type X2 Bugeye Emergency Light	6	EACH	0	0
Type C1 4' Linear	18	EACH	0	0
Type C2 2' Linear	18	EACH	0	0
Equipment Connections				**0**
FCU - 480V Connection w/ New Circuit Breakers	2	EACH	0	0
Fire/Smoke Damper Connection	4	EACH	0	0
Water Heater Disconnect/Reconnect	2	EACH	0	0
Hot Water Recirculating Pump Connection	1	EACH	0	0
115/60/1 Exhaust Fan Connection	1	EACH	0	0
115/60/1 Supply Fan Connection	1	EACH	0	0
Hot Water Recirculating Pump Disconnect	1	EACH	0	0
Motorized Damper Acuators 120V Connection - Incl Two for R.A.	6	EACH	0	0

	Quantity	Unit	Rate	Total
Electrical Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Labels For Receptacle And Switch Cover Plates - E9.00	1	SCOPE	0	0
Temp Power And Lighting	1	SCOPE	0	0
Remove Abandoned Wiring And Conduit To Source Of Supply - 260505-3.3-C	1	SCOPE	0	0
Aluminum Conductors Are Not Acceptable - 260519-2.2-G-1	1	SCOPE	0	0
Provide Bonding For Interior Metal Plumbing And Mechanical Piping Systems - 260526-2.1	1	SCOPE	0	0
Provide Bonding For Interior Metal Air Ducts - 260526-2.1-D-8	1	SCOPE	0	0
Perform Ground Electrode Resistance Tests - 260526-3.3-D	1	SCOPE	0	0
Firestop Sleeves - 260533.13-2.8-C	1	SCOPE	0	0
Engraved Wall Plates For All Receptacles - 260553-2.1-E-3	1	SCOPE	0	0
Plastic Nameplates At Each Source And Load Connection - 260553-2.2-A-2	1	SCOPE	0	0
White Wiring Devices With Stainless Steel Wall Plate - 262726-2.2-B	1	SCOPE	0	0
3-Year Manufacturer Warranty For Led Luminaires, Including Drivers - 265100-1.9-B	1	SCOPE	0	0
5-Year Pro-Rata Warranty For Batteries For Emergency Lighting Units - 265100-1.9-C	1	SCOPE	0	0
10-Year Warranty For Batteries For Self-Powered Exit Signs - 265100-1.9-D	1	SCOPE	0	0
Exclude Disconnects For Exhaust Fans, Supply Fans, And Fan Coil Units	1	SCOPE	0	0
Surface Mount Conduit/Boxes At Existing CMU	1	SCOPE	0	0
02 - Security Upgrades	**0**	**SF**		**0**
Spec Sections				**0**
Spec Section 26 05 05 - Selective Demolition For Electrical	1	SCOPE	0	0
Spec Section 26 05 33.13 - Conduit For Electrical Systems	1	SCOPE	0	0
Spec Section 26 05 19 - Low-Voltage Electrical Power Conductors And Cables	1	SCOPE	0	0
Spec Section 26 05 33.16 - Boxes For Electrical Systems	1	SCOPE	0	0
Spec Section 26 05 26 - Grounding And Bonding For Electrical Systems	1	SCOPE	0	0
Spec Section 26 05 83 - Wiring Connections	1	SCOPE	0	0
Spec Section 26 05 29 - Hangers And Supports For Electrical Systems	1	SCOPE	0	0
Spec Section 26 24 16 - Panelboards	1	SCOPE	0	0
Spec Section 27 05 28 - Pathways For Communications Systems	1	SCOPE	0	0
Site Electrical				**0**
1" Site Conduit For Power To Gate	838	LF	0	0
1" Site Conduit For Power To Security Island	838	LF	0	0
2" Site Conduit For LV Access Control To Gate	838	LF	0	0
2" Site Conduit For LV Access Control To Security Island	1,341.00	LF	0	0
Remove Concrete Paving	4,017.00	SF	0	0
Flowable Fill	150	CY	0	0
20A, 1 Phase Circuit And Circuit Breaker For Gate Motor	2	EACH	0	0
24"x36"x12" Weather Proof Enclosures For Islands	2	EACH	0	0
20A, 1 Phase Circuit And Circuit Breaker For Island Security Panel/Devices - Carried As An A	2	EACH	0	0
Branch Circuiting				**0**
Power and Disconnect for Security Control Panel	1	EACH	0	0
Power For Mag Locks	2	EACH	0	0
Power For Mag Holds	2	EACH	0	0
120v Power For Delayed Egress	2	EACH	0	0
Low Voltage Rough-In				**0**
Rough-In For OH Vehicle Door Contacts	2	EACH	0	0
Rough-In For Exterior Security Cameras - Include Coring	6	EACH	0	0
Rough-In For Exterior Card Readers At Doors	3	EACH	0	0
Data Rough-In	10	EACH	0	0
AV Rough-In - Security Monitor	1	EACH	0	0
Security Rough-In	17	EACH	0	0
Duress Button Rough-In	13	EACH	0	0
Equipment Connections				**0**
Disconnect/Reconnect OH Vehicle Door	2	EACH	0	0
Electrical Scope Items				**0**
Remove Abandoned Wiring And Conduit To Source Of Supply - 260505-3.3-B	1	SCOPE	0	0

	Quantity	Unit	Rate	Total
Flexible Metal Conduit Fished In Existing Walls Is Acceptable - 260533.13-2.1-K	1	SCOPE	0	0
Seal Conduits Penetrating Waterproof Membrane - 260533.13-3.2-H-5	1	SCOPE	0	0
Aluminum Conductors Are Not Acceptable For This Project - 260519-2.2-H-1	1	SCOPE	0	0
1" Minimum Direct-Buried Rigid PVC Conduit For Below Grade - 260533.13-2.1-C	1	SCOPE	0	0
Fire Caulking For Electrical Penetrations - 260533.13-3.2-H-7	1	SCOPE	0	0
Foam Conduit Sealant At Exterior To Interior Conduit Transitions - 260533.13-3.2-J-1	1	SCOPE	0	0
Breakers To Match Same Manufacturer As Existing Equipment - 262416-2.1-A	1	SCOPE	0	0
Bonding And Grounding For Telecom/Data System - 270528-1.1-F-2	1	SCOPE	0	0
Labels For Receptacle And Switch Cover Plates - E9.00	1	SCOPE	0	0
Power For Electric Latch Retraction Panic Hardware - 281300-2.2-D-6-C	1	SCOPE	0	0
Pull String For Low Voltage, Data, Security Pathways - 270528-1.1-C	1	SCOPE	0	0
New Conduit To Be Provided And Installed In All Areas	1	SCOPE	0	0
Worker Badging	1	SCOPE	0	0
Prevailing Wage	1	SCOPE	0	0
OSHA 10 Certification	1	SCOPE	0	0
Temp Power	1	SCOPE	0	0
Hydro Excavation For Site Electrical Work	1	SCOPE	0	0
26.03 - FIRE ALARM	**0**	**SF**		**46,672.00**
00 - General	**0**	**SF**		**46,672.00**
Fire Alarm Subcontractor				**46,672.00**
Fire Alarm Sub Bid	1	LS	46,672.00	46,672.00
01 - Gym Renovations	**0**	**SF**		**0**
Fire Alarm				**0**
Temporarily Replace Smoke Detectors With Heat Detectors	1	SCOPE	0	0
Existing System Is JCI Simplex	1	SCOPE	0	0
Worker Badging	1	SCOPE	0	0
Prevailing Wage	1	SCOPE	0	0
OSHA 10 Certification	1	SCOPE	0	0
Duct Detector Wiring	2	EACH	0	0
Smoke Exhaust Interlocks/Wiring	2	EACH	0	0
Fire Damper Wiring	4	EACH	0	0
02 - Security Upgrades	**0**	**SF**		**0**
Fire Alarm				**0**
Door Mag Holder	2	EACH	0	0
Magnetic Door Holdopens	2	EACH	0	0
Fire Alarm Cabling And Integration To New Security Panel - 281300-2.2-D-1-F	1	SCOPE	0	0
Worker Badging	1	SCOPE	0	0
Prevailing Wage	1	SCOPE	0	0
OSHA 10 Certification	1	SCOPE	0	0
Fire Caulking	1	SCOPE	0	0
Existing System Is JCI Simplex	1	SCOPE	0	0
Wiring For Delayed Egress	2	EACH	0	0
Division 27 - Communications				**16,004.00**
27.01 - TELECOM/DATA	**0**	**SF**		**16,004.00**
00 - General	**0**	**SF**		**16,004.00**
Subcontractor				**16,004.00**
Tele/Data Sub Bid	1	LS	16,004.00	16,004.00
01 - Gym Renovations	**0**	**SF**		**0**
Horizontal Cabling/Distribution				**0**
Data Outlet - 1 Data Drop (Incl. Cabling, Connectors, Face Plate, Testing)	1	EACH	0	0
Data Scope Items				**0**
Worker Badging	1	SCOPE	0	0
Prevailing Wage	1	SCOPE	0	0
OSHA 10 Certification	1	SCOPE	0	0
02 - Security Upgrades	**0**	**SF**		**0**
Spec Sections				**0**
Spec Section 27 15 00 - Communications Horizontal Cabling	1	SCOPE	0	0
Spec Section 27 05 00 - Common Work Results For Communciations	1	SCOPE	0	0

	Quantity	Unit	Rate	Total
Spec Section 27 05 28 - Pathways For Communications Systems	1	SCOPE	0	0
Horizontal Cabling/Distribution				**0**
Cat 6A Plenum Cable - Unshielded Twisted Pair (UTP) Cable, Color Blue	0	LF	0	0
Connectors @ Patch Panels	0	EACH	0	0
Patch Cord - (up to 10')	0	EACH	0	0
Data Scope Items				**0**
Data Cable And Termination From Network Switch Security Panel(s) - 281300-2.2-D-2-J	1	SCOPE	0	0
Metallic J-Hooks - 270528-1.1-D	1	SCOPE	0	0
Patching At Existing Network Switches - 270500-1.4-A-4-B	1	SCOPE	0	0
Labeling Format To Match Existing Formatting For Williamson County Systems - 270500-1.	1	SCOPE	0	0
Data Installation Foreman Must Be A BICSI Certified Technician - 270500-1.6-B-3	1	SCOPE	0	0
All Installation Members Must Have Completed BICSI Installer Level II Or Higher Training C	1	SCOPE	0	0
Fire-Stopping For Structured Cabling Work - 270500-3.5-A	1	SCOPE	0	0
STI EZ Paths In High Density Wiring Locations - 270500-3.5-N	1	SCOPE	0	0
Labeling For Cables, Outlet Covers, And Patch Panels - 270500-3.7-A	1	SCOPE	0	0
J-Hooks Cannot Be Attached To Ceiling Grid Support System - 270528-2.2-C	1	SCOPE	0	0
Velcro Tie Wraps For Cable Organization - 270528-3.1-K	1	SCOPE	0	0
Labels For Fire Stopping On TR Walls. Label Includes: Name Of Manufacturer, Part & Mode	1	SCOPE	0	0
Commscope Twenty-Five (25) Year Systimax Solutions Extended Product Warranty - 2715C	1	SCOPE	0	0
Modular Jacks Shall Be 8 Pin-8 Conductors, Non-Keyed - 271500-2.7-B	1	SCOPE	0	0
MGS600-318 Blue Data Jacks - 271500-2.7-E	1	SCOPE	0	0
360-E-Mod-1U Or 360-E-Mod-2U Modular Patch Panels - 271500-2.8-B	1	SCOPE	0	0
Minimum Of 10-Foot Service Loop For Every Horizontal Cable - 271500-3.1-E	1	SCOPE	0	0
Minimum Of 5-Foot Service Loop At Telecommunications/Data Rooms - 271500-3.1-G	1	SCOPE	0	0
Testing - 271500-3.2	1	SCOPE	0	0
One Hundred Percent Of The Installed Cabling Links Must Be Tested And Must Pass - 2715(	1	SCOPE	0	0
Network Switches By Owner	1	SCOPE	0	0
Worker Badging	1	SCOPE	0	0
Prevailing Wage	1	SCOPE	0	0
OSHA 10 Certification	1	SCOPE	0	0
Division 28 - Electronic Safety and Security				**103,862.00**
28.01 - SECURITY	**0**	**EACH**		**103,862.00**
00 - General	**0**	**EACH**		**103,862.00**
Subcontractor				**103,862.00**
Security Sub Bid	1	LS	103,862.00	103,862.00
02 - Security Upgrades	**0**	**EACH**		**0**
Spec Sections				**0**
Spec Section 28 13 00 - Security And CCTV Systems	1	SCOPE	0	0
Access Control				**0**
Security Control Panel W/ Power Supply - Gate Islands	2	EACH	0	0
Security Control Panel W/ Power Supply - Security Gate	2	EACH	0	0
Duress Alarm Panel - Bailiff Station - Remove and Install New	1	EACH	0	0
Door Alarms	3	EACH	0	0
Door Contacts (Includes Overhead Vehicle Doors)	7	EACH	0	0
Exterior Card Readers	10	EACH	0	0
Interior Card Readers	2	EACH	0	0
Fiber Optic Cable Converters W/ Power Supplies	8	EACH	0	0
Duress Button	13	EACH	0	0
Fiber Optic Cable - Single Mode	994	LF	0	0
Delayed Egrees Mag Locks w/ Status Bar Indicator	2	EACH	0	0
Cat6A Cable - Systimax Cat6A, Yellow Jacket	5	EACH	0	0
Electronic Surveillance				**0**
Exterior Camera Demo	1	EACH	0	0
Intercom Call Stations W/ Gooseneck At Islands	2	EACH	0	0
RFID Stations W/ Gooseneck At Islands	2	EACH	0	0
Island Gate Intercom Master Station W/ Remote Release	1	EACH	0	0
Admin Office Intercom Master Station	12	EACH	0	0
Exterior Multidirectional IP CCTV Security Cameras w/ Mounting Hardware	6	EACH	0	0

	Quantity	Unit	Rate	Total
Wire & Cable For Video Surveillance (500 LF Signal And LV Power)	6	EACH	0	0
On-Site Network Digital Video Surveillance Recording System (Includes Recording Units An	1	EACH	0	0
Security Scope Items				**0**
Cabling Between Media Converters, Devices, and Head End Equipment - 281300-1.6-H	1	SCOPE	0	0
Samples To Include Card Readers, Cameras, Communications Devices, And Other Similar S	1	SCOPE	0	0
Two (2) Year Warranty On Security Equipment And Labor (Includes Software And Virtual I	1	SCOPE	0	0
Readily Available Inventory Of Security Equipment Spare Parts, Materials, Consumables, A	1	SCOPE	0	0
Security Cabling (SCP To Doors & Door Hardware, SCP To Input Module, SCP To Output Mc	1	SCOPE	0	0
All Alarm And CCTV Devices Shall Be Accessed And Controlled Through Remote Workstatic	1	SCOPE	0	0
The Owner Will Provide ACMS Workstations - 281300-2.2-D-1-I	1	SCOPE	0	0
Tamper Switches At Security Control Panels - 281300-2.2-D-3-E	1	SCOPE	0	0
Alarm Input And Output Modules W/ Cabling - 281300-2.2-D-4-A	1	SCOPE	0	0
Lockable Enclosures For Power Supplies, Modules, And Control Panels - 281300-2.2-D-4-A	1	SCOPE	0	0
Reader Interface Modules Are Not Required - 281300-2.2-D-5-B	1	SCOPE	0	0
Electric Locking Devices, Electromechanical Releases, And Relays - 281300-2.2-D-6-A	1	SCOPE	0	0
Clear “Stopper” Covers For Emergency Door Release Switches. BOD RCI 904P B (Blue, Wall	1	SCOPE	0	0
Velcro Straps For Cable Organization - 281300-2.3-A-3	1	SCOPE	0	0
Concealed Power Transfer Devices For Electrified Door Hardware - 281300-2.3-F-6	1	SCOPE	0	0
Fire Override Relay For Power Distribution Boards For Fail Safe Locks - 281300-2.3-CC-F-4	1	SCOPE	0	0
Network POE Cabling For The Security Camera, Video Monitoring, And Video Recording Sy	1	SCOPE	0	0
Rack Mounted LCD Monitor, Keyboards, Mouse With KMM Switch Capable Of Supporting	1	SCOPE	0	0
Licenses To Support The Project’S Specified Camera Count Plus A 10% Allowance - 281300	1	SCOPE	0	0
The Network Video Recorder Software Must Include Driver Support For Analog Cameras U	1	SCOPE	0	0
Rack-Mount Chassis For Video Recording Unit(S) - 281300-2.5-D-16	1	SCOPE	0	0
Motion Detection Analytics For Camera System - 281300-2.5-F-1	1	SCOPE	0	0
Interface Digital Video Recording Unit(S) With The Owner's CCure 9000 Security System - 2	1	SCOPE	0	0
"Provide, Install, And Configuring The Latest Software Version For All Systems Required To	1	SCOPE	0	0
Programming And Data Entry For The Access Control System - 281300-3.2-D-1	1	SCOPE	0	0
Integration Between Security Camera System And Access Control System (Ex. Invalid Card	1	SCOPE	0	0
Labeling For Access Control And Security Camera Devices, Cable, Components, Equipment,	1	SCOPE	0	0
UPS For Security System And Camera System With 12 Hours Of Operation - 281300-3.10-A	1	SCOPE	0	0
Lockdown Control and New Access Control Hardware for Doors XB001, XB014, And B038	1	SCOPE	0	0
Lockdown Control for Doors XB000, B000, B030, And Exterior Door At Foyer X1001	1	SCOPE	0	0
Card Reader & Door Contact For Doors S0009A & S0009B	1	SCOPE	0	0
Local and System Alarms For Doors N1065A And N1065B	1	SCOPE	0	0
Push Button For Campus Lockdown	1	SCOPE	0	0
Worker Badging	1	SCOPE	0	0
Prevailing Wage	1	SCOPE	0	0
OSHA 10 Certification	1	SCOPE	0	0
Sealant For Penetrations - Fire Caulking And Acoustical	1	SCOPE	0	0
NVRs To Allow For Storage Of 31 Days Of Video Recording	1	SCOPE	0	0
Approved Subcontractors				**0**
Security Control Panel - Software House. BOD iStar Ultra G2	1	SCOPE	0	0
Card Reader - Software House, HID, Wavelynx. BOD S.H. Multi Technology Card Readers	1	SCOPE	0	0
RFID - HID, Falcon	1	SCOPE	0	0
Electro - Mechanical Lockset - Stanley Best	1	SCOPE	0	0
Integrated Electro - Mechanical Lockset - Sargent, Corbin Russwin, McKinney, Assa Abloy	1	SCOPE	0	0
Electro - mechanical exit devices - Von Duprin	1	SCOPE	0	0
Mag Lock - Rutherford Controls, Schlage	1	SCOPE	0	0
Delayed Egress Locking Device - Schlage, Vonduprin	1	SCOPE	0	0
Tamper Switch - Honeywell, Flair, GE Security	1	SCOPE	0	0
Door Position Switch - GE Security, Flair, George Risk Industries (GRI)	1	SCOPE	0	0
Duress Button - United Security Products , STI, Alarm Controls	1	SCOPE	0	0
Lockdown or other event Control Button - Dortronics, STI	1	SCOPE	0	0
Door Control Panel/Release Button - Assa Abloy, Securitron, RCI, Alarm Controls	1	SCOPE	0	0
Gate Control Panel - Securitron	1	SCOPE	0	0
Fiber Converters - Lantronics	1	SCOPE	0	0
Video Intercom Station - Axis , Aiphone	1	SCOPE	0	0

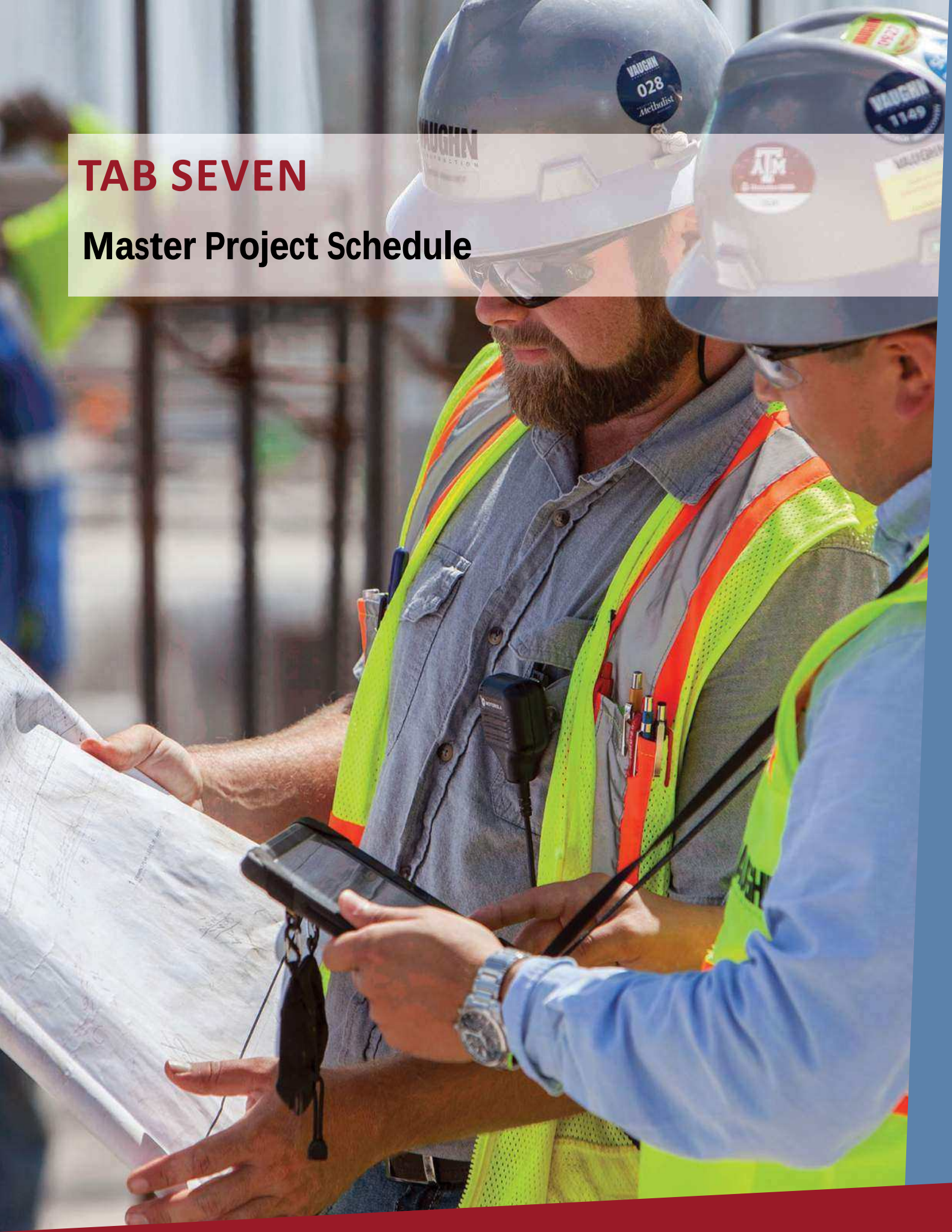
	Quantity	Unit	Rate	Total
Gate Island Intercom - Axis	1	SCOPE	0	0
Security Control Panel Power Supply - Software House, Alarm - SAF, Altronix, Power-One. I	1	SCOPE	0	0
Security Camera - Axis	1	SCOPE	0	0
Network Video Recording System - American Dynamics	1	SCOPE	0	0
Cable - Belden, Southwest Wire, West Penn Wire	1	SCOPE	0	0
Division 31 - Earthwork				**171,513.00**
31.01 - EARTHWORK	**0**	**SF**		**161,500.00**
00 - General	**0**	**SF**		**161,500.00**
Subcontractor				**161,500.00**
EARTHWORK SUB BID	1	LS	161,500.00	161,500.00
02 - Security Upgrades	**0**	**SF**		**0**
Spec Sections				**0**
Spec Section 31 00 00 - Site Preparation	1	SCOPE	0	0
Spec Section 31 00 08 - Miscellaneous Work and Cleanup	1	SCOPE	0	0
Spec Section 31 10 00 - Site Clearing	1	SCOPE	0	0
Spec Section 31 30 00 - Grading and Drainage	1	SCOPE	0	0
Spec Section 32 12 16 - Hotmix Asphaltic Concrete Pavement	1	SCOPE	0	0
Paving Cut / Fill				**0**
Cut for Dumpster Pad/Apron	53	TCY	0	0
Cut for Asphalt Rear of Jail	63	TCY	0	0
Cut for Asphalt Front of Courthouse	38	TCY	0	0
Cut for Asphalt Courthouse Parking Island	40	TCY	0	0
Lime Stabilization				**0**
STABILIZE SUBGRADE 6" 7% @ Asphalt	299	SY	0	0
STABILIZE SUBGRADE 8" 7% @ Dumpster Pad	168	SY	0	0
All areas to receive fill or topsoil to be scarified to depth of 4" (31 30 00 3.4G)	1	SF	0	0
All fill to be in 6" lengths (31 30 00 3.4H)	1	SF	0	0
Fill to be compacted to no less than 95% max density. Compaction to extend no less than 5	1	SF	0	0
Fill @ planting areas to be compacted to no less than 85% max density (31 30 00 3.5B)	1	SF	0	0
Miscellaneous Earthwork Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Base Materials				**0**
6" Limestone Base @ Asphalt	268	TON	0	0
Coarse Aggregate: Retained on #10 sieve. Stone, crushed gravel, or gravel (32 12 16 2.1A)	1	SCOPE	0	0
Fine Aggregate: Passing #10 sieve. Sand or Screenings (32 12 16 2.1A)	1	SCOPE	0	0
Asphalt Paving				**0**
Asphalt Paving - 2.5" Type D	2,850.00	SF	0	0
Asphaltic material shall meet the requirements of TXDOT item 300 (32 12 16 2.2A)	1	SCOPE	0	0
Asphaltic track coat shall be in accordance with TXDOT item 300 (32 12 16 2.2A)	1	SCOPE	0	0
Asphaltic mix shall be in accordance with TXDOT item 340 type D w/ lab density of 94.5% a	1	SCOPE	0	0
Asphaltic material shall be 4-8% of the mixture by weight or 9-19% by volume	1	SCOPE	0	0
Mill and Overlay	7,311.00	SF	0	0
Prime Coat	2,850.00	SF	0	0
Prime Coat shall not be less than .2 Gallons per SY of MC-1 Asphalt (32 12 16 3.1B)	1	SCOPE	0	0
A bag sample and core/section will be obtained for each 200SY or portion of paving each d	1	SCOPE	0	0
Any pavement to be removed/replaced will be removed/replaced from curb to curb or edg	1	SCOPE	0	0
31.04 - SWPPP	**0**	**LF**		**10,013.00**
00 - General	**0**	**LF**		**10,013.00**
Subcontractor				**10,013.00**
Erosion Control Sub Bid	1	LS	10,013.00	10,013.00
02 - Security Upgrades	**0**	**LF**		**0**
Design & Implementation				**0**
Narrative Plan & Compliance Startup	1	EACH	0	0
Silt Fencing				**0**
Silt Fencing - Reinforced	232	LF	0	0
Inlet Protection				**0**

	Quantity	Unit	Rate	Total
Inlet Protection Barriers	4	EACH	0	0
Other SWPPP Requirements				**0**
Remove SWPPP	1	LS	0	0
Maintenance of SWPPP				**0**
Storm Water Pollution Maintenance	6	MO	0	0
Mobilizations	2	EACH	0	0
SWPPP Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Division 32 - Exterior Improvements				**76,554.00**
32.13 - LANDSCAPE & IRRIGATION	**0**	**SF**		**21,319.00**
00 - General	**0**	**SF**		**21,319.00**
Subcontractor				**21,319.00**
Landscape Sub Bid	1	LS	21,319.00	21,319.00
02 - Security Upgrades	**0**	**SF**		**0**
Spec Sections				**0**
Spec Sections 32 91 00 - Topsoil	1	SCOPE	0	0
Spec Sections 32 92 00 - Turfs and Grasses	1	SCOPE	0	0
Trees				**0**
Cut Down Tree Per Sheet C0.3	1	LS	0	0
Lawns & Grasses				**0**
Bermuda Sod	690	SF	0	0
Sod shall be moved to site and install within 24 hours of being harvested (32 92 00 2.1E)	690	SF	0	0
Sod shall be Celebration Bermuda (32 92 00 2.1I)	690	SF	0	0
Plant Preparation				**0**
Soil Mix	15	CY	0	0
Mulch	2	CY	0	0
Landscaping Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
32.14 - STRIPING & SIGNS	**0**	**EACH**		**55,235.00**
00 - General	**0**	**EACH**		**55,235.00**
Subcontractor				**55,235.00**
Parking Lot Striping Sub Bid	1	LS	55,235.00	55,235.00
02 - Security Upgrades	**0**	**EACH**		**0**
Spec Sections				**0**
Spec Sections 32 17 23 - Pavement Markings	1	SCOPE	0	0
Pavement Markings shall conform to TXDOT D-9-8220 (32 17 23 2.1A)	1	SCOPE	0	0
Surfaces 3 years or older shall be sealed by paint type striping (32 17 23 3.3A)	1	SCOPE	0	0
Handicap Signs				**0**
HC Signs With Posts w/ Foundations	4	EACH	0	0
Wall Mounted HC Signs	2	EACH	0	0
Cleaning for Striping				**0**
Sand Blast Existing Lot	11,167.00	SF	0	0
Striping				**0**
Spaces	76	EACH	0	0
Hatchings	3,081.00	EACH	0	0
Emblems				**0**
Handicap Emblems	7	EACH	0	0
Lettering				**0**
Parking Numbers	82	EACH	0	0
Wheel Stops				**0**
Wheel Stops	17	EACH	0	0
Striping and Signs Scope Items				**0**
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0

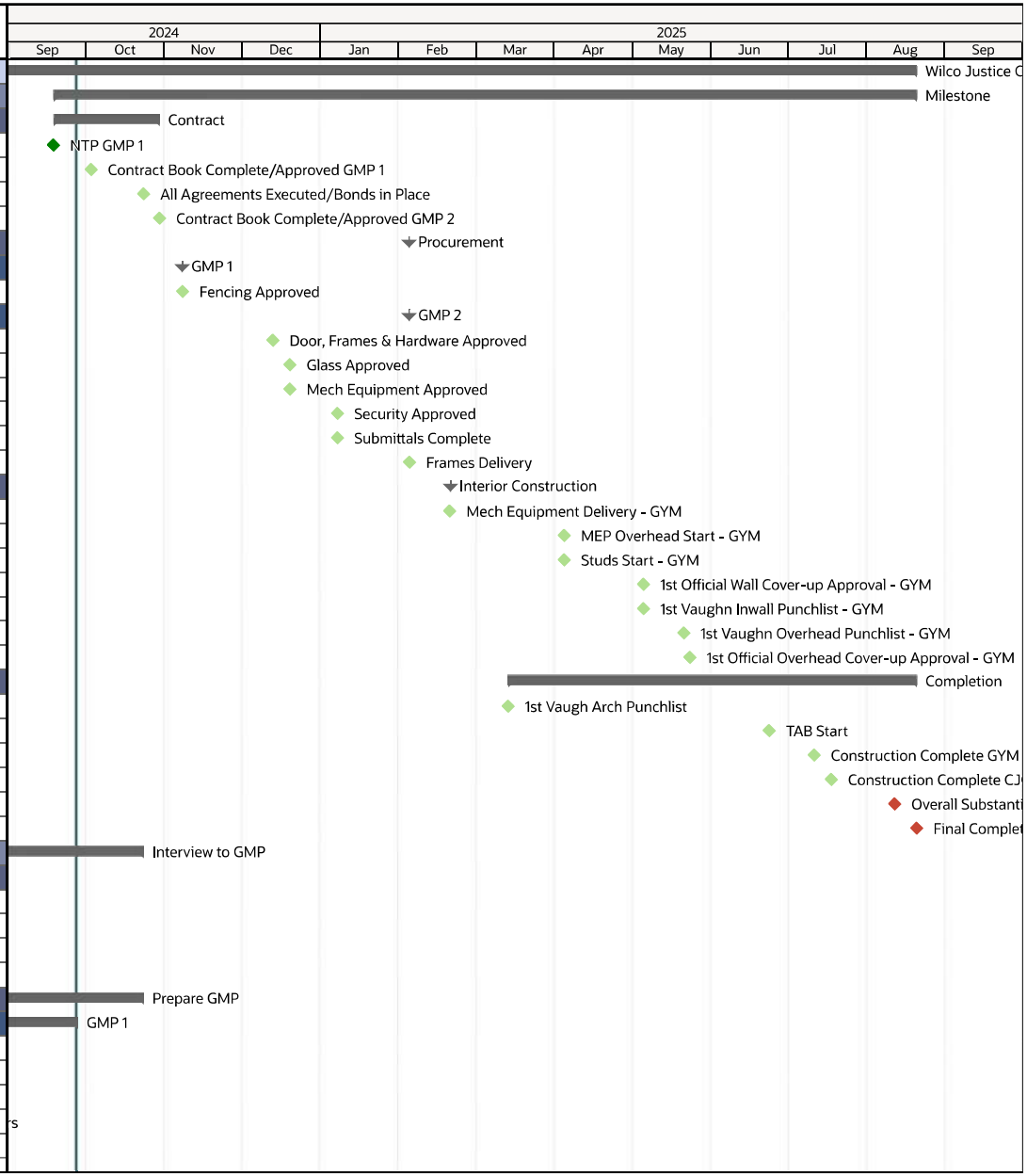
	Quantity	Unit	Rate	Total
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
				2,585,653.00

TAB SEVEN

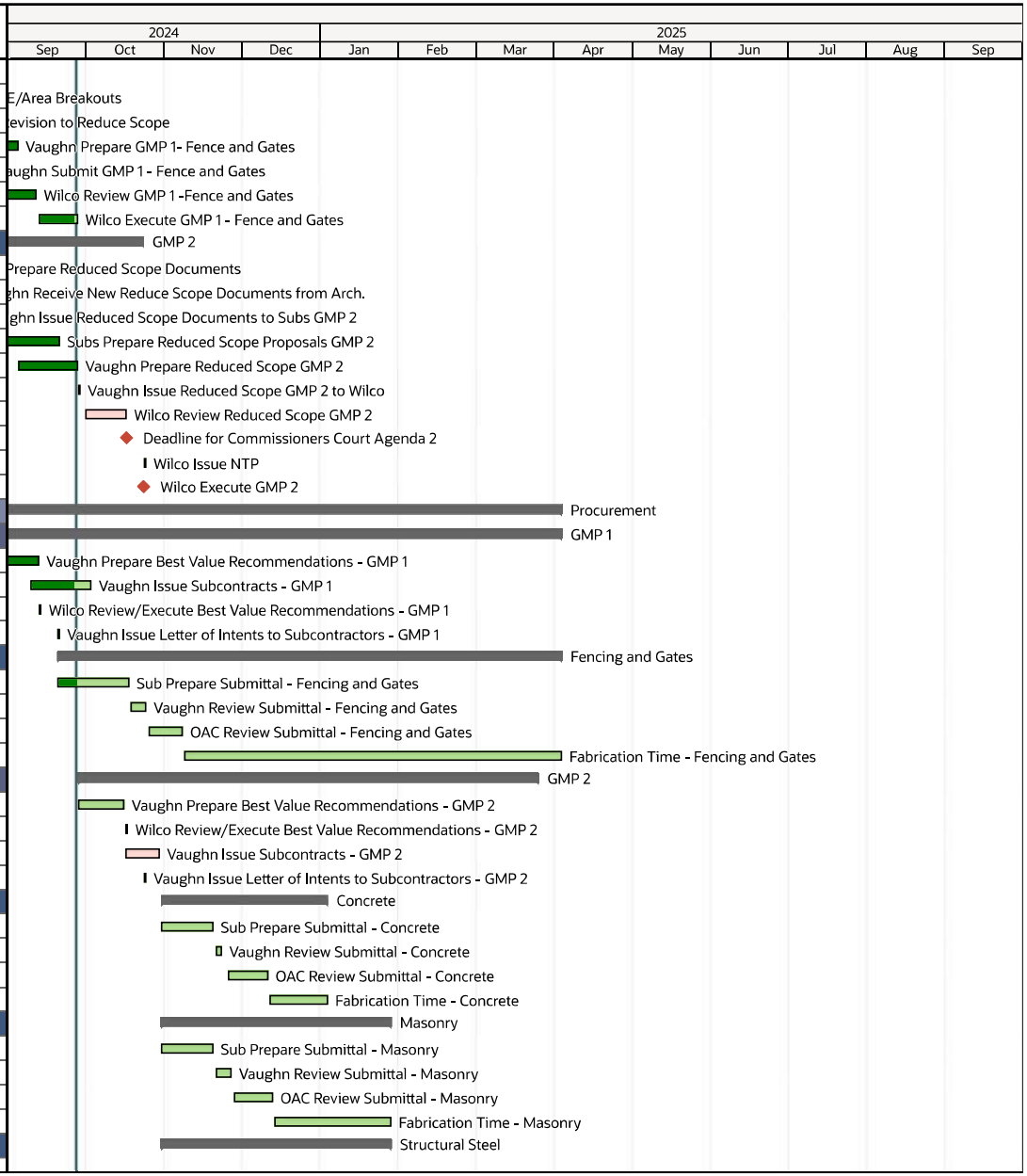
Master Project Schedule



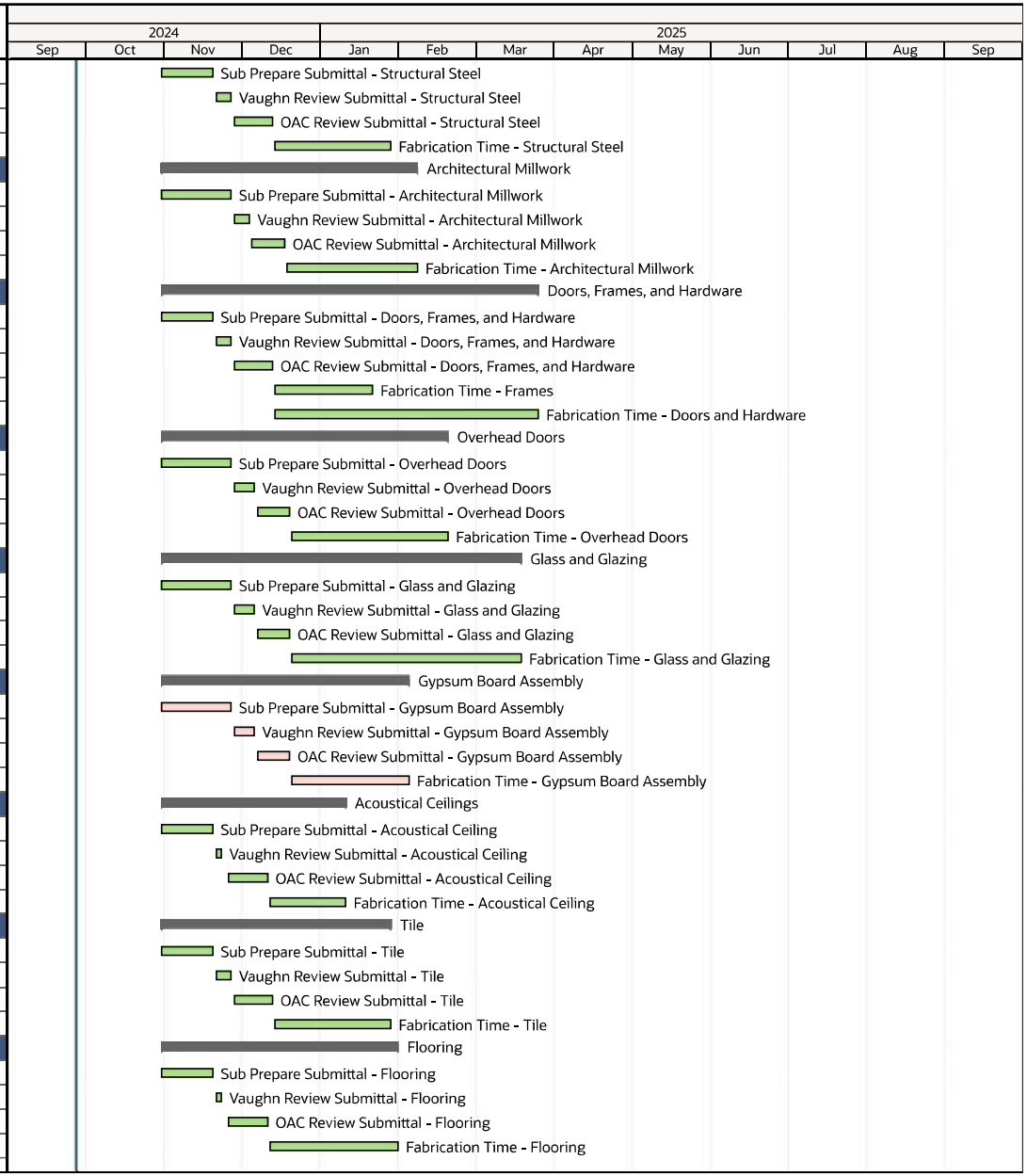
ID	Name	Pla... Dur...	Start	Finish
Wilco Justice Complex Improvements		396d	31-Jan-24 ...	20-Aug-25
Milestone		234d	18-Sep-24 ...	20-Aug-25
Contract		30d	18-Sep-24 ...	29-Oct-24
A5380	NTP GMP 1	0d	18-Sep-24 ...	
A5910	Contract Book Complete/Approved GMP 1	0d		02-Oct-24
A5400	All Agreements Executed/Bonds in Place	0d		23-Oct-24
A5390	Contract Book Complete/Approved GMP 2	0d		29-Oct-24
Procurement		0d		04-Feb-25
GMP 1		0d		07-Nov-24
A5460	Fencing Approved	0d		07-Nov-24
GMP 2		0d		04-Feb-25
A5420	Door, Frames & Hardware Approved	0d		12-Dec-24
A5440	Glass Approved	0d		19-Dec-24
A5450	Mech Equipment Approved	0d		19-Dec-24
A5470	Security Approved	0d		07-Jan-25
A5410	Submittals Complete	0d		07-Jan-25
A5430	Frames Delivery	0d		04-Feb-25
Interior Construction			19-Feb-25 ...	
A5520	Mech Equipment Delivery - GYM	0d	19-Feb-25 ...	
A5480	MEP Overhead Start - GYM	0d	04-Apr-25 ...	
A5500	Studs Start - GYM	0d	04-Apr-25 ...	
A5550	1st Official Wall Cover-up Approval - GYM	0d	05-May-25...	
A5530	1st Vaughn Inwall Punchlist - GYM	0d	05-May-25...	
A5570	1st Vaughn Overhead Punchlist - GYM	0d	21-May-25...	
A5620	1st Official Overhead Cover-up Approval - GYM	0d	23-May-25...	
Completion		113d	13-Mar-25...	20-Aug-25
A5640	1st Vaugh Arch Punchlist	0d	13-Mar-25...	
A5670	TAB Start	0d	23-Jun-25 ...	
A5710	Construction Complete GYM	0d		10-Jul-25
A5720	Construction Complete CJC	0d		17-Jul-25
A5680	Overall Substantial Completion	0d		11-Aug-25
A5700	Final Completion	0d		20-Aug-25
Interview to GMP		188d	31-Jan-24 ...	23-Oct-24
Contracting		30d	31-Jan-24 ...	19-Apr-24 A
A1200	Interview	1d	31-Jan-24 ...	31-Jan-24 A
A1210	Wilco Preparing Vaughn Contract	5d	21-Feb-24 ...	01-Apr-24 A
A1220	Vaughn and Wilco Execute Contract	10d	01-Apr-24 ...	19-Apr-24 A
A1400	Deadline for Commissioners Court Agenda	0d		03-Apr-24 A
Prepare GMP		173d	22-Apr-24 ...	23-Oct-24
GMP 1		143d	22-Apr-24 ...	27-Sep-24
A1230	Wilco Issue Construction Documents to Vaughn	1d	22-Apr-24 ...	22-Apr-24 A
A1240	Vaughn Review Construction Documents	10d	22-Apr-24 ...	02-May-24 ...
A1290	Vaughn Solicit Project to Subcontractors	0d	02-May-24...	02-May-24 ...
A1300	Vaughn Receive Bids from Subcontractors	0d	02-May-24...	16-May-24 ...
A1260	Vaughn Issue GMP to Wilco	10d	17-May-24...	07-Jun-24 A



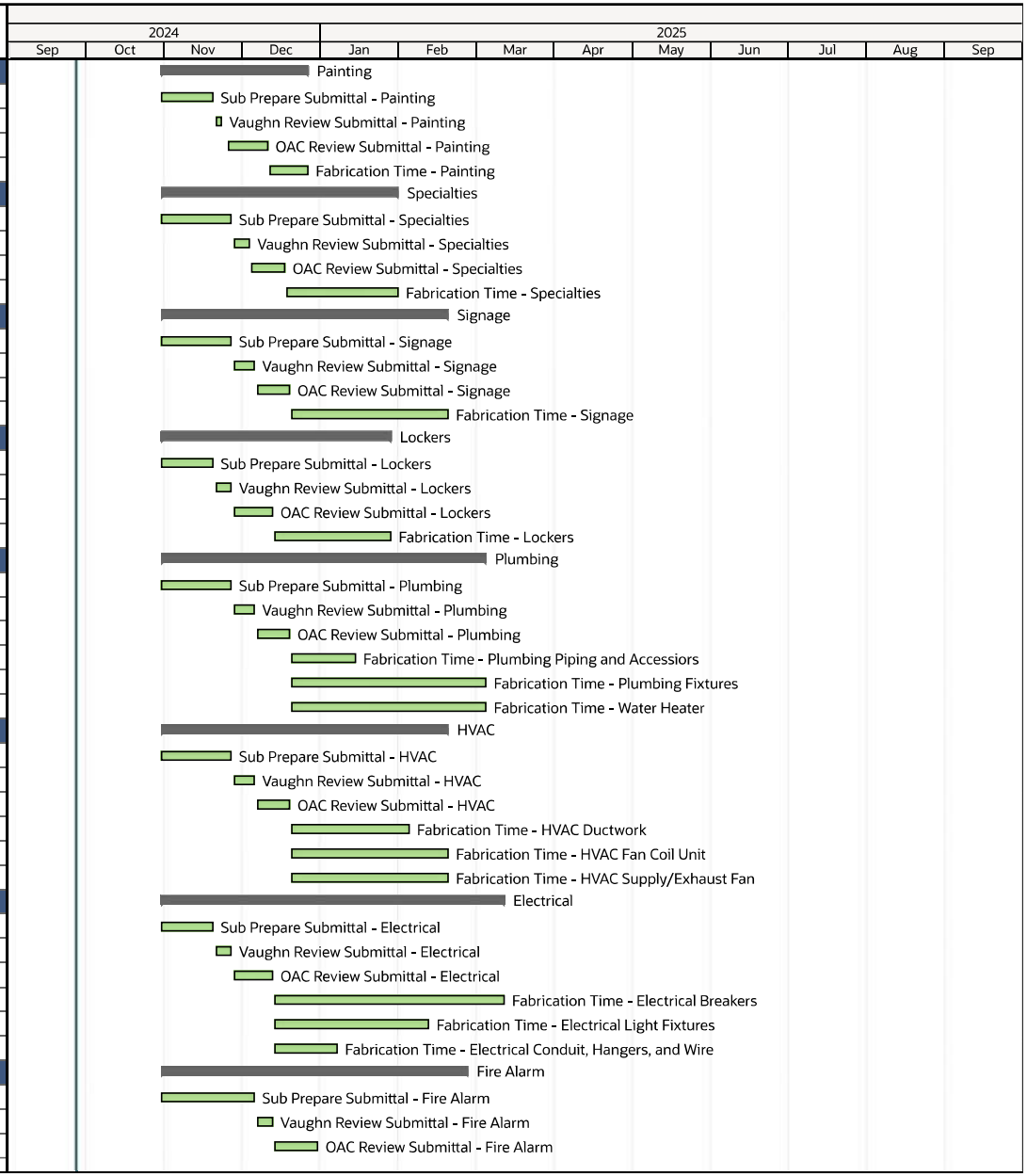
ID	Name	Pla... Dur...	Start	Finish
A1270	Wilco Review GMP	3d	10-Jun-24 ...	12-Jun-24 A
A5740	Wilco Request VE/Area Breakouts	5d	12-Jun-24 ...	16-Jul-24 A
A5750	Wilco Request Revision to Reduce Scope	1d	17-Jul-24 A	17-Jul-24 A
A5820	Vaughn Prepare GMP 1- Fence and Gates	5d	05-Aug-24...	04-Sep-24 A
A5840	Vaughn Submit GMP 1 - Fence and Gates	1d	23-Aug-24...	23-Aug-24 ...
A5850	Wilco Review GMP 1 -Fence and Gates	5d	26-Aug-24...	11-Sep-24 A
A5860	Wilco Execute GMP 1 - Fence and Gates	0d	12-Sep-24 ...	27-Sep-24
GMP 2		65d	18-Jul-24 A	23-Oct-24
A5760	A/E Prepare Reduced Scope Documents	20d	18-Jul-24 A	16-Aug-24 ...
A5830	Vaughn Receive New Reduce Scope Documents from Arch.	1d	16-Aug-24...	16-Aug-24 ...
A5770	Vaughn Issue Reduced Scope Documents to Subs GMP 2	1d	16-Aug-24...	19-Aug-24 ...
A5780	Subs Prepare Reduced Scope Proposals GMP 2	20d	19-Aug-24...	20-Sep-24 A
A5790	Vaughn Prepare Reduced Scope GMP 2	17d	04-Sep-24 ...	27-Sep-24 A
A5800	Vaughn Issue Reduced Scope GMP 2 to Wilco	1d	27-Sep-24 ...	27-Sep-24
A5810	Wilco Review Reduced Scope GMP 2	13d	30-Sep-24 ...	16-Oct-24
A1410	Deadline for Commissioners Court Agenda 2	0d		16-Oct-24
A5920	Wilco Issue NTP	1d	23-Oct-24 ...	23-Oct-24
A1280	Wilco Execute GMP 2	0d	23-Oct-24 ...	
Procurement		146d	28-Aug-24...	03-Apr-25
GMP 1		146d	28-Aug-24...	03-Apr-25
A5870	Vaughn Prepare Best Value Recommendations - GMP 1	3d	28-Aug-24...	12-Sep-24 A
A5900	Vaughn Issue Subcontracts - GMP 1	10d	09-Sep-24 ...	02-Oct-24
A5880	Wilco Review/Execute Best Value Recommendations - GMP 1	1d	12-Sep-24 ...	12-Sep-24 A
A5890	Vaughn Issue Letter of Intents to Subcontractors - GMP 1	1d	19-Sep-24 ...	19-Sep-24 A
Fencing and Gates		139d	19-Sep-24 ...	03-Apr-25
A5030	Sub Prepare Submittal - Fencing and Gates	20d	19-Sep-24 ...	17-Oct-24
A5040	Vaughn Review Submittal - Fencing and Gates	5d	18-Oct-24 ...	24-Oct-24
A5050	OAC Review Submittal - Fencing and Gates	10d	25-Oct-24 ...	07-Nov-24
A5060	Fabrication Time - Fencing and Gates	100d	08-Nov-24...	03-Apr-25
GMP 2		123d	27-Sep-24 ...	25-Mar-25
A1310	Vaughn Prepare Best Value Recommendations - GMP 2	13d	27-Sep-24 ...	15-Oct-24
A1320	Wilco Review/Execute Best Value Recommendations - GMP 2	1d	16-Oct-24 ...	16-Oct-24
A1350	Vaughn Issue Subcontracts - GMP 2	10d	16-Oct-24 ...	29-Oct-24
A1330	Vaughn Issue Letter of Intents to Subcontractors - GMP 2	1d	23-Oct-24 ...	23-Oct-24
Concrete		43d	30-Oct-24 ...	03-Jan-25
A4110	Sub Prepare Submittal - Concrete	15d	30-Oct-24 ...	19-Nov-24
A4120	Vaughn Review Submittal - Concrete	3d	20-Nov-24...	22-Nov-24
A4130	OAC Review Submittal - Concrete	10d	25-Nov-24...	10-Dec-24
A4140	Fabrication Time - Concrete	15d	11-Dec-24 ...	03-Jan-25
Masonry		60d	30-Oct-24 ...	28-Jan-25
A4150	Sub Prepare Submittal - Masonry	15d	30-Oct-24 ...	19-Nov-24
A4160	Vaughn Review Submittal - Masonry	5d	20-Nov-24...	26-Nov-24
A4170	OAC Review Submittal - Masonry	10d	27-Nov-24...	12-Dec-24
A4180	Fabrication Time - Masonry	30d	13-Dec-24 ...	28-Jan-25
Structural Steel		60d	30-Oct-24 ...	28-Jan-25



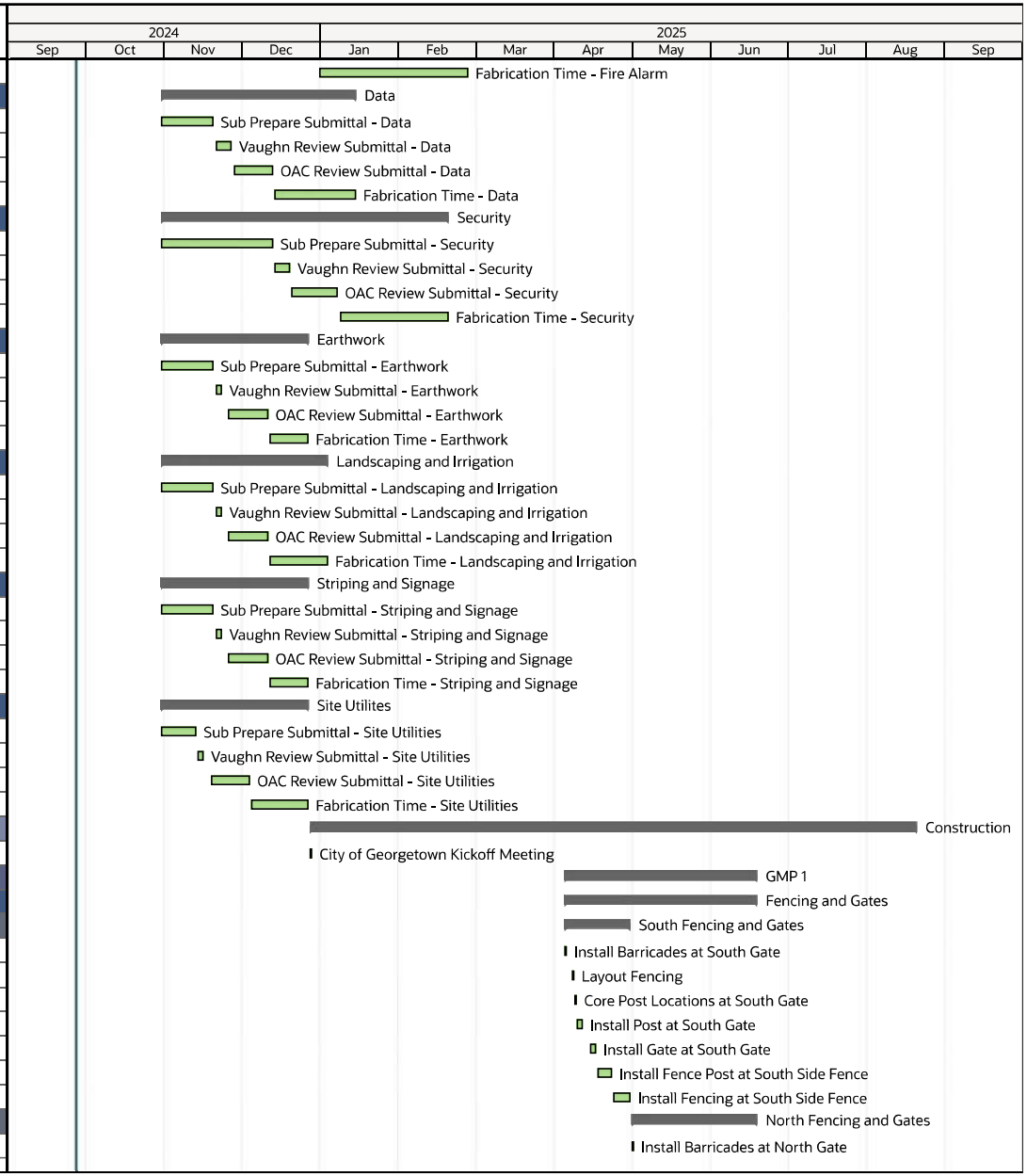
ID	Name	Pla... Dur...	Start	Finish
A4190	Sub Prepare Submittal - Structural Steel	15d	30-Oct-24 ...	19-Nov-24
A4200	Vaughn Review Submittal - Structural Steel	5d	20-Nov-24...	26-Nov-24
A4210	OAC Review Submittal - Structural Steel	10d	27-Nov-24...	12-Dec-24
A4220	Fabrication Time - Structural Steel	30d	13-Dec-24 ...	28-Jan-25
Architectural Millwork		68d	30-Oct-24 ...	07-Feb-25
A4230	Sub Prepare Submittal - Architectural Millwork	20d	30-Oct-24 ...	26-Nov-24
A4240	Vaughn Review Submittal - Architectural Millwork	3d	27-Nov-24...	03-Dec-24
A4250	OAC Review Submittal - Architectural Millwork	10d	04-Dec-24 ...	17-Dec-24
A4260	Fabrication Time - Architectural Millwork	35d	18-Dec-24 ...	07-Feb-25
Doors, Frames, and Hardware		100d	30-Oct-24 ...	25-Mar-25
A4270	Sub Prepare Submittal - Doors, Frames, and Hardware	15d	30-Oct-24 ...	19-Nov-24
A4280	Vaughn Review Submittal - Doors, Frames, and Hardware	5d	20-Nov-24...	26-Nov-24
A4290	OAC Review Submittal - Doors, Frames, and Hardware	10d	27-Nov-24...	12-Dec-24
A4300	Fabrication Time - Frames	25d	13-Dec-24 ...	21-Jan-25
A5190	Fabrication Time - Doors and Hardware	70d	13-Dec-24 ...	25-Mar-25
Overhead Doors		75d	30-Oct-24 ...	18-Feb-25
A4310	Sub Prepare Submittal - Overhead Doors	20d	30-Oct-24 ...	26-Nov-24
A4320	Vaughn Review Submittal - Overhead Doors	5d	27-Nov-24...	05-Dec-24
A4330	OAC Review Submittal - Overhead Doors	10d	06-Dec-24 ...	19-Dec-24
A4340	Fabrication Time - Overhead Doors	40d	20-Dec-24 ...	18-Feb-25
Glass and Glazing		95d	30-Oct-24 ...	18-Mar-25
A4350	Sub Prepare Submittal - Glass and Glazing	20d	30-Oct-24 ...	26-Nov-24
A4360	Vaughn Review Submittal - Glass and Glazing	5d	27-Nov-24...	05-Dec-24
A4370	OAC Review Submittal - Glass and Glazing	10d	06-Dec-24 ...	19-Dec-24
A4380	Fabrication Time - Glass and Glazing	60d	20-Dec-24 ...	18-Mar-25
Gypsum Board Assembly		65d	30-Oct-24 ...	04-Feb-25
A4390	Sub Prepare Submittal - Gypsum Board Assembly	20d	30-Oct-24 ...	26-Nov-24
A4400	Vaughn Review Submittal - Gypsum Board Assembly	5d	27-Nov-24...	05-Dec-24
A4410	OAC Review Submittal - Gypsum Board Assembly	10d	06-Dec-24 ...	19-Dec-24
A4420	Fabrication Time - Gypsum Board Assembly	30d	20-Dec-24 ...	04-Feb-25
Acoustical Ceilings		48d	30-Oct-24 ...	10-Jan-25
A4430	Sub Prepare Submittal - Acoustical Ceiling	15d	30-Oct-24 ...	19-Nov-24
A4440	Vaughn Review Submittal - Acoustical Ceiling	3d	20-Nov-24...	22-Nov-24
A4450	OAC Review Submittal - Acoustical Ceiling	10d	25-Nov-24...	10-Dec-24
A4460	Fabrication Time - Acoustical Ceiling	20d	11-Dec-24 ...	10-Jan-25
Tile		60d	30-Oct-24 ...	28-Jan-25
A4470	Sub Prepare Submittal - Tile	15d	30-Oct-24 ...	19-Nov-24
A4480	Vaughn Review Submittal - Tile	5d	20-Nov-24...	26-Nov-24
A4490	OAC Review Submittal - Tile	10d	27-Nov-24...	12-Dec-24
A4500	Fabrication Time - Tile	30d	13-Dec-24 ...	28-Jan-25
Flooring		63d	30-Oct-24 ...	31-Jan-25
A4510	Sub Prepare Submittal - Flooring	15d	30-Oct-24 ...	19-Nov-24
A4520	Vaughn Review Submittal - Flooring	3d	20-Nov-24...	22-Nov-24
A4530	OAC Review Submittal - Flooring	10d	25-Nov-24...	10-Dec-24
A4540	Fabrication Time - Flooring	35d	11-Dec-24 ...	31-Jan-25



ID	Name	Pla... Dur...	Start	Finish
Painting		38d	30-Oct-24 ...	26-Dec-24
A4550	Sub Prepare Submittal - Painting	15d	30-Oct-24 ...	19-Nov-24
A4560	Vaughn Review Submittal - Painting	3d	20-Nov-24...	22-Nov-24
A4570	OAC Review Submittal - Painting	10d	25-Nov-24...	10-Dec-24
A4580	Fabrication Time - Painting	10d	11-Dec-24 ...	26-Dec-24
Specialties		63d	30-Oct-24 ...	31-Jan-25
A4590	Sub Prepare Submittal - Specialties	20d	30-Oct-24 ...	26-Nov-24
A4600	Vaughn Review Submittal - Specialties	3d	27-Nov-24...	03-Dec-24
A4610	OAC Review Submittal - Specialties	10d	04-Dec-24 ...	17-Dec-24
A4620	Fabrication Time - Specialties	30d	18-Dec-24 ...	31-Jan-25
Signage		75d	30-Oct-24 ...	18-Feb-25
A4630	Sub Prepare Submittal - Signage	20d	30-Oct-24 ...	26-Nov-24
A4640	Vaughn Review Submittal - Signage	5d	27-Nov-24...	05-Dec-24
A4650	OAC Review Submittal - Signage	10d	06-Dec-24 ...	19-Dec-24
A4660	Fabrication Time - Signage	40d	20-Dec-24 ...	18-Feb-25
Lockers		60d	30-Oct-24 ...	28-Jan-25
A4670	Sub Prepare Submittal - Lockers	15d	30-Oct-24 ...	19-Nov-24
A4680	Vaughn Review Submittal - Lockers	5d	20-Nov-24...	26-Nov-24
A4690	OAC Review Submittal - Lockers	10d	27-Nov-24...	12-Dec-24
A4700	Fabrication Time - Lockers	30d	13-Dec-24 ...	28-Jan-25
Plumbing		85d	30-Oct-24 ...	04-Mar-25
A4750	Sub Prepare Submittal - Plumbing	20d	30-Oct-24 ...	26-Nov-24
A4760	Vaughn Review Submittal - Plumbing	5d	27-Nov-24...	05-Dec-24
A4770	OAC Review Submittal - Plumbing	10d	06-Dec-24 ...	19-Dec-24
A4780	Fabrication Time - Plumbing Piping and Accessiors	15d	20-Dec-24 ...	14-Jan-25
A5200	Fabrication Time - Plumbing Fixtures	50d	20-Dec-24 ...	04-Mar-25
A5210	Fabrication Time - Water Heater	50d	20-Dec-24 ...	04-Mar-25
HVAC		75d	30-Oct-24 ...	18-Feb-25
A4790	Sub Prepare Submittal - HVAC	20d	30-Oct-24 ...	26-Nov-24
A4800	Vaughn Review Submittal - HVAC	5d	27-Nov-24...	05-Dec-24
A4810	OAC Review Submittal - HVAC	10d	06-Dec-24 ...	19-Dec-24
A4820	Fabrication Time - HVAC Ductwork	30d	20-Dec-24 ...	04-Feb-25
A5220	Fabrication Time - HVAC Fan Coil Unit	40d	20-Dec-24 ...	18-Feb-25
A5230	Fabrication Time - HVAC Supply/Exhaust Fan	40d	20-Dec-24 ...	18-Feb-25
Electrical		90d	30-Oct-24 ...	11-Mar-25
A4830	Sub Prepare Submittal - Electrical	15d	30-Oct-24 ...	19-Nov-24
A4840	Vaughn Review Submittal - Electrical	5d	20-Nov-24...	26-Nov-24
A4850	OAC Review Submittal - Electrical	10d	27-Nov-24...	12-Dec-24
A5250	Fabrication Time - Electrical Breakers	60d	13-Dec-24 ...	11-Mar-25
A5240	Fabrication Time - Electrical Light Fixtures	40d	13-Dec-24 ...	11-Feb-25
A4860	Fabrication Time - Electrical Conduit, Hangers, and Wire	15d	13-Dec-24 ...	07-Jan-25
Fire Alarm		80d	30-Oct-24 ...	25-Feb-25
A4870	Sub Prepare Submittal - Fire Alarm	25d	30-Oct-24 ...	05-Dec-24
A4880	Vaughn Review Submittal - Fire Alarm	5d	06-Dec-24 ...	12-Dec-24
A4890	OAC Review Submittal - Fire Alarm	10d	13-Dec-24 ...	30-Dec-24



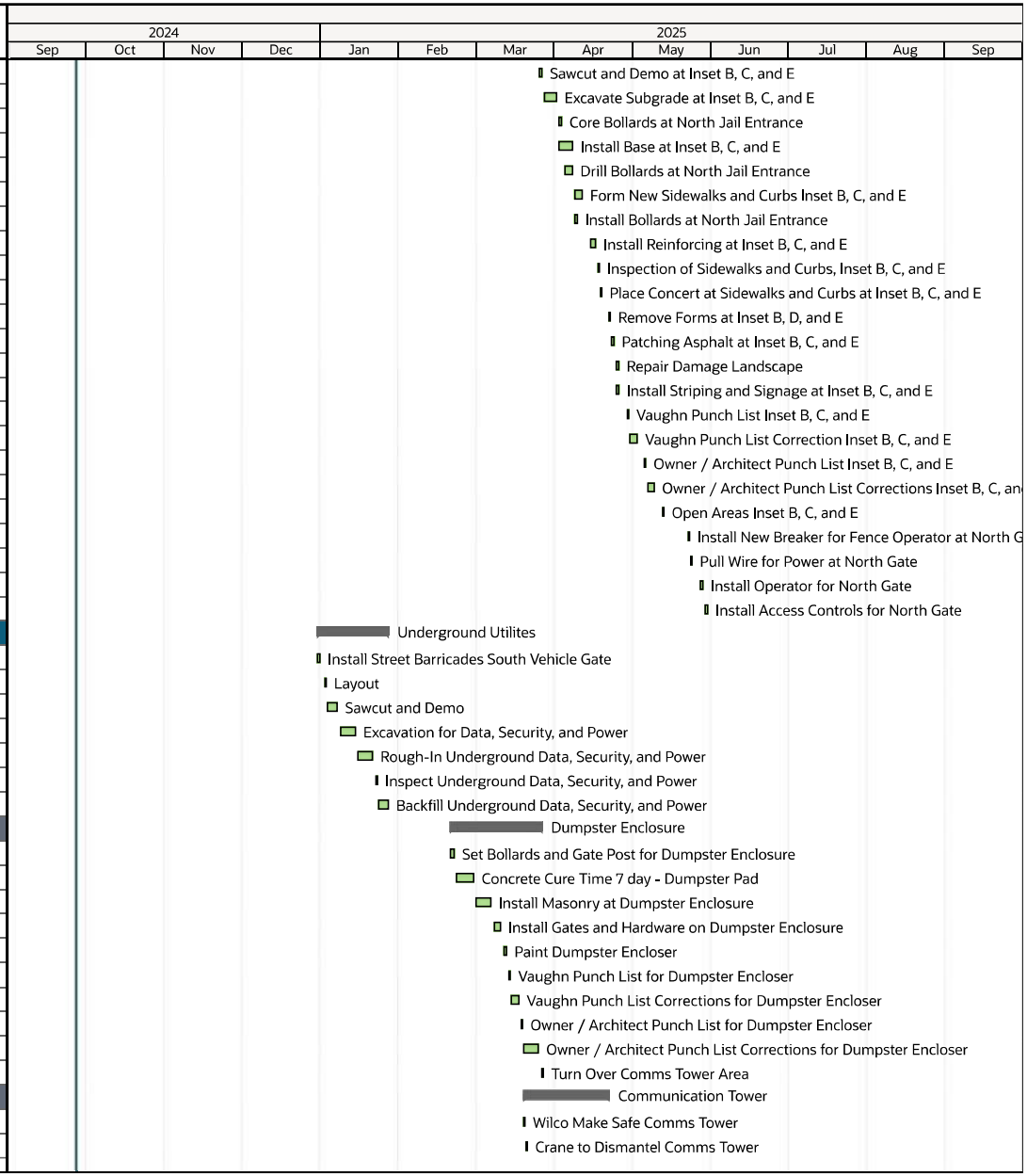
ID	Name	Pla... Dur...	Start	Finish
A4900	Fabrication Time - Fire Alarm	40d	31-Dec-24 ...	25-Feb-25
Data		50d	30-Oct-24 ...	14-Jan-25
A4910	Sub Prepare Submittal - Data	15d	30-Oct-24 ...	19-Nov-24
A4920	Vaughn Review Submittal - Data	5d	20-Nov-24...	26-Nov-24
A4930	OAC Review Submittal - Data	10d	27-Nov-24...	12-Dec-24
A4940	Fabrication Time - Data	20d	13-Dec-24 ...	14-Jan-25
Security		75d	30-Oct-24 ...	18-Feb-25
A4950	Sub Prepare Submittal - Security	30d	30-Oct-24 ...	12-Dec-24
A4960	Vaughn Review Submittal - Security	5d	13-Dec-24 ...	19-Dec-24
A4970	OAC Review Submittal - Security	10d	20-Dec-24 ...	07-Jan-25
A4980	Fabrication Time - Security	30d	08-Jan-25 ...	18-Feb-25
Earthwork		38d	30-Oct-24 ...	26-Dec-24
A4990	Sub Prepare Submittal - Earthwork	15d	30-Oct-24 ...	19-Nov-24
A5000	Vaughn Review Submittal - Earthwork	3d	20-Nov-24...	22-Nov-24
A5010	OAC Review Submittal - Earthwork	10d	25-Nov-24...	10-Dec-24
A5020	Fabrication Time - Earthwork	10d	11-Dec-24 ...	26-Dec-24
Landscaping and Irrigation		43d	30-Oct-24 ...	03-Jan-25
A5070	Sub Prepare Submittal - Landscaping and Irrigation	15d	30-Oct-24 ...	19-Nov-24
A5080	Vaughn Review Submittal - Landscaping and Irrigation	3d	20-Nov-24...	22-Nov-24
A5090	OAC Review Submittal - Landscaping and Irrigation	10d	25-Nov-24...	10-Dec-24
A5100	Fabrication Time - Landscaping and Irrigation	15d	11-Dec-24 ...	03-Jan-25
Striping and Signage		38d	30-Oct-24 ...	26-Dec-24
A5110	Sub Prepare Submittal - Striping and Signage	15d	30-Oct-24 ...	19-Nov-24
A5120	Vaughn Review Submittal - Striping and Signage	3d	20-Nov-24...	22-Nov-24
A5130	OAC Review Submittal - Striping and Signage	10d	25-Nov-24...	10-Dec-24
A5140	Fabrication Time - Striping and Signage	10d	11-Dec-24 ...	26-Dec-24
Site Utilites		38d	30-Oct-24 ...	26-Dec-24
A5150	Sub Prepare Submittal - Site Utilities	10d	30-Oct-24 ...	12-Nov-24
A5160	Vaughn Review Submittal - Site Utilities	3d	13-Nov-24...	15-Nov-24
A5170	OAC Review Submittal - Site Utilities	10d	18-Nov-24...	03-Dec-24
A5180	Fabrication Time - Site Utilities	15d	04-Dec-24 ...	26-Dec-24
Construction		166d	27-Dec-24 ...	20-Aug-25
A5930	City of Georgetown Kickoff Meeting	1d	27-Dec-24 ...	27-Dec-24
GMP 1		53d	04-Apr-25 ...	18-Jun-25
Fencing and Gates		53d	04-Apr-25 ...	18-Jun-25
South Fencing and Gates		18d	04-Apr-25 ...	29-Apr-25
A1900	Install Barricades at South Gate	1d	04-Apr-25 ...	04-Apr-25
A1890	Layout Fencing	1d	07-Apr-25 ...	07-Apr-25
A1910	Core Post Locations at South Gate	1d	08-Apr-25 ...	08-Apr-25
A1920	Install Post at South Gate	3d	09-Apr-25 ...	11-Apr-25
A1930	Install Gate at South Gate	3d	14-Apr-25 ...	16-Apr-25
A1940	Install Fence Post at South Side Fence	4d	17-Apr-25 ...	22-Apr-25
A1950	Install Fencing at South Side Fence	5d	23-Apr-25 ...	29-Apr-25
North Fencing and Gates		35d	30-Apr-25 ...	18-Jun-25
A2060	Install Barricades at North Gate	1d	30-Apr-25 ...	30-Apr-25



ID	Name	Pla... Dur...	Start	Finish
A2070	Layout Fencing	1d	01-May-25...	01-May-25 ...
A2080	Core Post Locations at North Gate	1d	02-May-25...	02-May-25 ...
A2090	Install Post at North Gate	4d	05-May-25...	08-May-25 ...
A2100	Install Gate at North Gate	3d	09-May-25...	13-May-25 ...
A2110	Install Fence Post at North Side Fence	3d	14-May-25...	16-May-25 ...
A2120	Install Fencing at North Side Fence	3d	19-May-25...	21-May-25 ...
A5310	Repair Damaged Landscape	2d	22-May-25...	23-May-25 ...
A2170	Vaughn Punch List for Fencing and Gates	2d	02-Jun-25 ...	03-Jun-25
A2180	Vaughn Punch List Corrections for Fencing and Gates	4d	04-Jun-25 ...	09-Jun-25
A2190	Owner / Architect Punch List	1d	10-Jun-25 ...	10-Jun-25
A2200	Owner / Architect Punch List Corrections	5d	11-Jun-25 ...	17-Jun-25
A2210	Turn Over Fencing and Gates to Wilco	1d	18-Jun-25 ...	18-Jun-25
GMP 2		165d	30-Dec-24 ...	20-Aug-25
Justice Complex Site Improvements		108d	30-Dec-24 ...	30-May-25 ...
Parking and Sidewalks		108d	30-Dec-24 ...	30-May-25 ...
Inset A, G, and D		79d	23-Jan-25 ...	13-May-25 ...
A1540	Install Street Barricades at Inset A, G, and D	2d	23-Jan-25 ...	24-Jan-25
A1620	Layout Sidewalks and Curbs at Inset A, G, and D	1d	27-Jan-25 ...	27-Jan-25
A1550	Sawcut and Demo at Inset A, G, and D	2d	28-Jan-25 ...	29-Jan-25
A1560	Excavate Subgrade at Inset A, G, and D	5d	30-Jan-25 ...	05-Feb-25
A1570	Install Base at Inset A, G, and D	5d	06-Feb-25 ...	12-Feb-25
A1580	Form New Sidewalks, Curbs, Pad and Inset A, G, and D	4d	13-Feb-25 ...	18-Feb-25
A1590	Install Reinforcing at Inset A, G, and D	3d	19-Feb-25 ...	21-Feb-25
A1600	Inspection of Sidewalks, Curbs, and Pad Inset A, G, and D	1d	24-Feb-25 ...	24-Feb-25
A1610	Place Concert at Sidewalks, Curbs, and Pad at Inset A, G, and D	1d	25-Feb-25 ...	25-Feb-25
A5260	Remove Form work at Inset A, G, and D	1d	26-Feb-25 ...	26-Feb-25
A1630	Place Asphalt at Inset A, G, and D	2d	27-Feb-25 ...	28-Feb-25
A5270	Repair Damaged Landscaping	2d	27-Feb-25 ...	28-Feb-25
A1640	Install Striping and Signage at Inset A, G, and D	2d	03-Mar-25...	04-Mar-25
A1760	Vaughn Punch List Inset A, G, and D	2d	05-Mar-25...	06-Mar-25
A1770	Vaughn Punch List Correction Inset A, G, and D	3d	07-Mar-25...	11-Mar-25
A1780	Owner / Architect Punch List Inset A, G, and D	1d	12-Mar-25...	12-Mar-25
A1790	Owner / Architect Punch List Corrections Inset A, G, and D	3d	13-Mar-25...	17-Mar-25
A1800	Open Areas Inset A, G, and D	1d	18-Mar-25...	18-Mar-25
A1960	Install New Breaker for Fence Operator at South Gate	1d	30-Apr-25 ...	30-Apr-25
A1970	Pull Wire for Power at South Gate	1d	01-May-25...	01-May-25 ...
A2010	Install Operator for South Gate	1d	02-May-25...	02-May-25 ...
A1980	Install Access Controls for South Gate	2d	05-May-25...	06-May-25 ...
A2030	Make Safe Electrical for Coiling Overhead Doors - South Jail	1d	07-May-25...	07-May-25 ...
A1990	Remove Coiling Overhead Doors - South Jail	1d	08-May-25...	08-May-25 ...
A2040	Install New Coiling Overhead Doors - South Jail	2d	09-May-25...	12-May-25 ...
A2050	Connect Power to New Coiling Overhead Doors - South Jail	1d	13-May-25...	13-May-25 ...
Inset B, C, and E		52d	19-Mar-25...	30-May-25 ...
A1650	Install Street Barricades at Inset B, C, and E	2d	19-Mar-25...	20-Mar-25
A1660	Layout Sidewalks and Curbs at Inset B, C, and E	2d	21-Mar-25...	24-Mar-25



ID	Name	Pla... Dur...	Start	Finish
A1670	Sawcut and Demo at Inset B, C, and E	2d	25-Mar-25...	26-Mar-25
A1680	Excavate Subgrade at Inset B, C, and E	4d	27-Mar-25...	01-Apr-25
A1860	Core Bollards at North Jail Entrance	2d	02-Apr-25 ...	03-Apr-25
A1690	Install Base at Inset B, C, and E	4d	02-Apr-25 ...	07-Apr-25
A1870	Drill Bollards at North Jail Entrance	2d	04-Apr-25 ...	07-Apr-25
A1700	Form New Sidewalks and Curbs Inset B, C, and E	4d	08-Apr-25 ...	11-Apr-25
A1880	Install Bollards at North Jail Entrance	2d	08-Apr-25 ...	09-Apr-25
A1710	Install Reinforcing at Inset B, C, and E	3d	14-Apr-25 ...	16-Apr-25
A1720	Inspection of Sidewalks and Curbs, Inset B, C, and E	1d	17-Apr-25 ...	17-Apr-25
A1730	Place Concert at Sidewalks and Curbs at Inset B, C, and E	1d	18-Apr-25 ...	18-Apr-25
A5280	Remove Forms at Inset B, D, and E	1d	21-Apr-25 ...	21-Apr-25
A1740	Patching Asphalt at Inset B, C, and E	2d	22-Apr-25 ...	23-Apr-25
A5300	Repair Damage Landscape	2d	24-Apr-25 ...	25-Apr-25
A1750	Install Striping and Signage at Inset B, C, and E	2d	24-Apr-25 ...	25-Apr-25
A1810	Vaughn Punch List Inset B, C, and E	1d	28-Apr-25 ...	28-Apr-25
A1820	Vaughn Punch List Correction Inset B, C, and E	4d	29-Apr-25 ...	02-May-25 ...
A1830	Owner / Architect Punch List Inset B, C, and E	1d	05-May-25...	05-May-25 ...
A1840	Owner / Architect Punch List Corrections Inset B, C, and E	4d	06-May-25...	09-May-25 ...
A1850	Open Areas Inset B, C, and E	1d	12-May-25...	12-May-25 ...
A2130	Install New Breaker for Fence Operator at North Gate	1d	22-May-25...	22-May-25 ...
A2140	Pull Wire for Power at North Gate	1d	23-May-25...	23-May-25 ...
A2150	Install Operator for North Gate	2d	27-May-25...	28-May-25 ...
A2160	Install Access Controls for North Gate	2d	29-May-25...	30-May-25 ...
Underground Utilites		20d	30-Dec-24 ...	27-Jan-25
A1420	Install Street Barricades South Vehicle Gate	2d	30-Dec-24 ...	31-Dec-24
A1430	Layout	1d	02-Jan-25 ...	02-Jan-25
A1440	Sawcut and Demo	3d	03-Jan-25 ...	07-Jan-25
A1450	Excavation for Data, Security, and Power	5d	08-Jan-25 ...	14-Jan-25
A1460	Rough-In Underground Data, Security, and Power	5d	15-Jan-25 ...	21-Jan-25
A1470	Inspect Underground Data, Security, and Power	1d	22-Jan-25 ...	22-Jan-25
A1480	Backfill Underground Data, Security, and Power	3d	23-Jan-25 ...	27-Jan-25
Dumpster Enclosure		26d	19-Feb-25 ...	26-Mar-25
A2330	Set Bollards and Gate Post for Dumpster Enclosure	2d	19-Feb-25 ...	20-Feb-25
A2340	Concrete Cure Time 7 day - Dumpster Pad	5d	21-Feb-25 ...	27-Feb-25
A2350	Install Masonry at Dumpster Enclosure	5d	28-Feb-25 ...	06-Mar-25
A2360	Install Gates and Hardware on Dumpster Enclosure	2d	07-Mar-25...	10-Mar-25
A2370	Paint Dumpster Encloser	2d	11-Mar-25...	12-Mar-25
A2440	Vaughn Punch List for Dumpster Encloser	1d	13-Mar-25...	13-Mar-25
A2450	Vaughn Punch List Corrections for Dumpster Encloser	2d	14-Mar-25...	17-Mar-25
A2460	Owner / Architect Punch List for Dumpster Encloser	1d	18-Mar-25...	18-Mar-25
A2470	Owner / Architect Punch List Corrections for Dumpster Encl...	5d	19-Mar-25...	25-Mar-25
A2480	Turn Over Comms Tower Area	1d	26-Mar-25...	26-Mar-25
Communication Tower		24d	19-Mar-25...	21-Apr-25
A2220	Wilco Make Safe Comms Tower	1d	19-Mar-25...	19-Mar-25
A2230	Crane to Dismantel Comms Tower	1d	20-Mar-25...	20-Mar-25



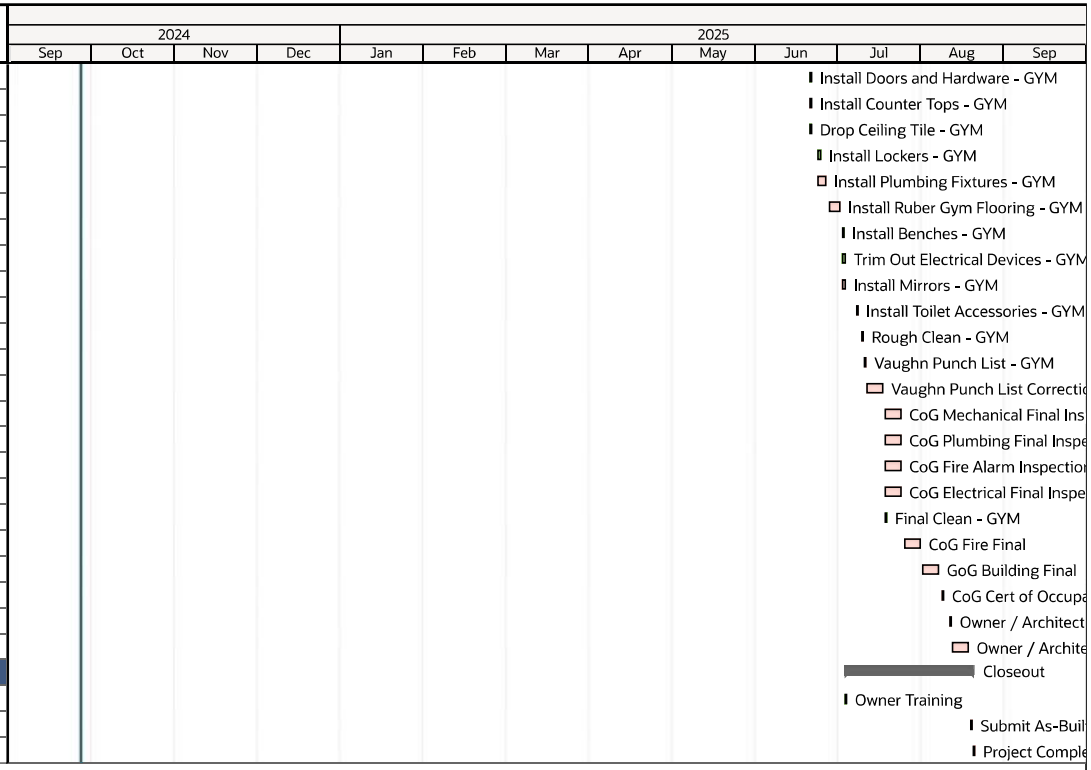
ID	Name	Pla... Dur...	Start	Finish
A2270	Demo Embeds at Comms Tower	3d	21-Mar-25...	25-Mar-25
A2240	Demo Bollards at Comms Tower	1d	26-Mar-25...	26-Mar-25
A2250	Patch Asphalt at Comms Tower	4d	27-Mar-25...	01-Apr-25
A2260	Strip Parking Lot Comms Tower	2d	02-Apr-25 ...	03-Apr-25
A2280	Vaughn Punch List for Comms Tower	2d	04-Apr-25 ...	07-Apr-25
A2290	Vaughn Punch List Corrections for Comms Tower	3d	08-Apr-25 ...	10-Apr-25
A2300	Owner / Architect Punch List for Comms Tower	1d	11-Apr-25 ...	11-Apr-25
A2310	Owner / Architect Punch List Corrections for Comms Tower	5d	14-Apr-25 ...	18-Apr-25
A2320	Turn Over Comms Tower Area	1d	21-Apr-25 ...	21-Apr-25
Justice Center		127d	19-Feb-25 ...	18-Aug-25
Security Upgrades		127d	19-Feb-25 ...	18-Aug-25
A5350	Layout - Security Upgrades	10d	19-Feb-25 ...	04-Mar-25
A5360	Pathways Vertical - Security Upgrades	20d	26-Feb-25 ...	25-Mar-25
A5370	Pathways Horizontal - Security Upgrades	20d	05-Mar-25...	01-Apr-25
A3990	Install New Security Cabling - Security Upgrades	35d	02-Apr-25 ...	20-May-25 ...
A4020	Install Doors - Security Upgrades	5d	21-May-25...	28-May-25 ...
A4000	Install Security Devices - Security Upgrades	10d	21-May-25...	04-Jun-25
A4010	Security Programming - Security Upgrades	15d	05-Jun-25 ...	25-Jun-25
A4060	Testing of Security Upgrades	5d	26-Jun-25 ...	02-Jul-25
A4070	Vaughn Punch List - Security Upgrades	5d	03-Jul-25	10-Jul-25
A4080	Vaughn Punch List Correction - Security Upgrades	5d	11-Jul-25	17-Jul-25
A4090	Owner / Architect Punch List - Security Upgrades	5d	18-Jul-25	24-Jul-25
A4100	Owner / Architect Punch List Corrections - Security Upgrades	5d	12-Aug-25...	18-Aug-25
Sheriffs Gym		137d	05-Feb-25 ...	18-Aug-25
A3950	Wilco Remove Existing Equipment - GYM	5d	05-Feb-25 ...	11-Feb-25
A3190	Make Safe Electrical - GYM	5d	12-Feb-25 ...	18-Feb-25
A3200	Make Safe Plumbing - GYM	5d	12-Feb-25 ...	18-Feb-25
A3210	Make Safe Fire Alarm - GYM	2d	12-Feb-25 ...	13-Feb-25
A3230	Demo Walls - GYM	4d	19-Feb-25 ...	24-Feb-25
A3440	Layout Walls and Underground Plumbing - GYM	2d	25-Feb-25 ...	26-Feb-25
A3240	Saw Cut for Under Floor Plumbing - GYM	3d	27-Feb-25 ...	03-Mar-25
A3250	Cap and Abandon Demolished Plumbing - GYM	5d	04-Mar-25...	10-Mar-25
A3260	Excavate for New Underground Plumbing - GYM	5d	06-Mar-25...	12-Mar-25
A3270	Install New Underground Plumbing - GYM	5d	13-Mar-25...	19-Mar-25
A3280	Test and Inspect New Underground Plumbing - GYM	2d	20-Mar-25...	21-Mar-25
A5940	CoG Plumbing Underground Inspection	1d	24-Mar-25...	24-Mar-25
A3290	Backfill at Underground Plumbing - GYM	3d	25-Mar-25...	27-Mar-25
A3300	Vapor Barrier and Reinforcing Steel for Concrete Pour Back -...	3d	28-Mar-25...	01-Apr-25
A3310	Pre Pour Inspection - GYM	1d	02-Apr-25 ...	02-Apr-25
A3320	Place Concrete - GYM	1d	03-Apr-25 ...	03-Apr-25
A3330	Frame Walls - GYM	5d	04-Apr-25 ...	10-Apr-25
A3420	Overhead Electrical Rough-In - GYM	5d	04-Apr-25 ...	10-Apr-25
A3560	Install Door Frames - GYM	4d	04-Apr-25 ...	09-Apr-25
A3730	Demo Existing Louver - GYM	1d	04-Apr-25 ...	04-Apr-25
A3940	Ductwork Layout - GYM	2d	04-Apr-25 ...	07-Apr-25



ID	Name	Pla... Dur...	Start	Finish
A3650	Saw Cut for Wall Penetrations - GYM	1d	08-Apr-25 ...	08-Apr-25
A3740	Install New Louver - GYM	5d	09-Apr-25 ...	15-Apr-25
A3780	Install Homeruns for Mech Equipment - GYM	5d	11-Apr-25 ...	17-Apr-25
A3340	Rough-In Plumbing In-Wall - GYM	5d	11-Apr-25 ...	17-Apr-25
A3550	Install Acoustical Spray Applied Insulation - GYM	2d	11-Apr-25 ...	14-Apr-25
A5730	Patching of existing fireproofing - GYM	5d	15-Apr-25 ...	21-Apr-25
A3920	Install Ductwork - GYM	9d	15-Apr-25 ...	25-Apr-25
A3460	Hang Lights in Gym Area - GYM	5d	15-Apr-25 ...	21-Apr-25
A3350	Rough-In Electrical In-Wall - GYM	5d	18-Apr-25 ...	24-Apr-25
A3770	Install New Breakers for Mech Equipment - GYM	1d	18-Apr-25 ...	18-Apr-25
A3790	Pull Wire - GYM	5d	21-Apr-25 ...	25-Apr-25
A3360	Test Plumbing In-Wall - GYM	1d	25-Apr-25 ...	25-Apr-25
A5950	CoG In-Wall and Framing Inspection.	1d	28-Apr-25 ...	28-Apr-25
A3370	Insulate Plumbing In-Wall - GYM	5d	28-Apr-25 ...	02-May-25 ...
A3410	Overhead Plumbing Rough-In - GYM	5d	28-Apr-25 ...	02-May-25 ...
A3710	Install Chill Water Piping - GYM	5d	28-Apr-25 ...	02-May-25 ...
A3660	Install Fire Dampers - GYM	2d	28-Apr-25 ...	29-Apr-25
A3930	Pressure Test Ductwork - GYM	1d	30-Apr-25 ...	30-Apr-25
A3680	Hang Exhaust Fan - GYM	1d	01-May-25...	01-May-25 ...
A3960	Insulate Ductwork - GYM	5d	01-May-25...	07-May-25 ...
A3700	Install Fan Coil Units - GYM	2d	02-May-25...	05-May-25 ...
A3430	Overhead Plumbing Test and Inspection - GYM	1d	05-May-25...	05-May-25 ...
A3720	Install Insulation at Chill Water Piping - GYM	3d	05-May-25...	07-May-25 ...
A3380	Inwall Coverup Inspection - GYM	2d	05-May-25...	06-May-25 ...
A3670	Hang Supply Fan - GYM	1d	06-May-25...	06-May-25 ...
A3750	Install Water Heater - GYM	2d	06-May-25...	07-May-25 ...
A3450	Insulate Overhead Plumbing - GYM	5d	06-May-25...	12-May-25 ...
A3390	One Side Drywall - GYM	3d	07-May-25...	09-May-25 ...
A3690	Power to Mechanical Equipment - GYM	2d	07-May-25...	08-May-25 ...
A3760	Install Water Softner - GYM	2d	08-May-25...	09-May-25 ...
A3970	Startup Mechanical Equipment - GYM	1d	09-May-25...	09-May-25 ...
A3400	Two Side Drywall - GYM	3d	12-May-25...	14-May-25 ...
A3630	Above Ceiling Grid Coverup Inspection - GYM	2d	13-May-25...	14-May-25 ...
A3470	Frame Hard Ceilings - GYM	4d	15-May-25...	20-May-25 ...
A3490	Hard Ceiling Coverup Inspection - GYM	2d	21-May-25...	22-May-25 ...
A5960	COG Above Ceiling Coverup Inspection	1d	23-May-25...	23-May-25 ...
A3500	Cover Hard Ceilings - GYM	3d	27-May-25...	29-May-25 ...
A3510	Tape, Float, and Prime - GYM	10d	30-May-25...	12-Jun-25
A3520	Install Ceramic Tile	10d	06-Jun-25 ...	19-Jun-25
A3610	Install Acoustical Ceiling Grid - GYM	2d	13-Jun-25 ...	16-Jun-25
A3480	Install Lights in Hard Ceilings - GYM	2d	13-Jun-25 ...	16-Jun-25
A3800	Trim Out Grilles and Diffusers - GYM	1d	17-Jun-25 ...	17-Jun-25
A3620	Install Lights in Ceiling Grid - GYM	3d	17-Jun-25 ...	19-Jun-25
A3980	Install New Fire Alarm - GYM	2d	17-Jun-25 ...	18-Jun-25
A3820	Final Paint - GYM	5d	17-Jun-25 ...	23-Jun-25



ID	Name	Pla... Dur...	Start	Finish
A3570	Install Doors and Hardware - GYM	1d	20-Jun-25 ...	20-Jun-25
A3530	Install Counter Tops - GYM	1d	20-Jun-25 ...	20-Jun-25
A3640	Drop Ceiling Tile - GYM	1d	20-Jun-25 ...	20-Jun-25
A3580	Install Lockers - GYM	2d	23-Jun-25 ...	24-Jun-25
A3540	Install Plumbing Fixtures - GYM	4d	23-Jun-25 ...	26-Jun-25
A3600	Install Ruber Gym Flooring - GYM	3d	27-Jun-25 ...	01-Jul-25
A3590	Install Benches - GYM	1d	02-Jul-25	02-Jul-25
A3810	Trim Out Electrical Devices - GYM	2d	02-Jul-25	03-Jul-25
A3830	Install Mirrors - GYM	2d	02-Jul-25	03-Jul-25
A3840	Install Toilet Accessories - GYM	2d	07-Jul-25	08-Jul-25
A3850	Rough Clean - GYM	1d	09-Jul-25	09-Jul-25
A3860	Vaughn Punch List - GYM	1d	10-Jul-25	10-Jul-25
A3870	Vaughn Punch List Corrections - GYM	5d	11-Jul-25	17-Jul-25
A5980	CoG Mechanical Final Inspection	5d	18-Jul-25	24-Jul-25
A5990	CoG Plumbing Final Inspection	5d	18-Jul-25	24-Jul-25
A6000	CoG Fire Alarm Inspection Inspection	5d	18-Jul-25	24-Jul-25
A5970	CoG Electrical Final Inspection	5d	18-Jul-25	24-Jul-25
A3910	Final Clean - GYM	1d	18-Jul-25	18-Jul-25
A6010	CoG Fire Final	5d	25-Jul-25	31-Jul-25
A6020	GoG Building Final	5d	01-Aug-25...	07-Aug-25
A6030	CoG Cert of Occupancy	1d	08-Aug-25...	08-Aug-25
A3880	Owner / Architect Punch List - GYM	1d	11-Aug-25...	11-Aug-25
A3890	Owner / Architect Punch List Corrections - GYM	5d	12-Aug-25...	18-Aug-25
Closeout		34d	03-Jul-25	20-Aug-25
A5340	Owner Training	1d	03-Jul-25	03-Jul-25
A5330	Submit As-Builts	1d	19-Aug-25...	19-Aug-25
A5320	Project Completion	1d	20-Aug-25...	20-Aug-25



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:
2024-1224344

Date Filed:
10/08/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
J. T. Vaughn Construction, LLC
Houston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Project P476
Construction for Justice Complex Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vaughn, J. Thomas	Houston, TX United States	X	
Vaughn, William F.	Houston, TX United States	X	
Vaughn, Michael W.	Houston, TX United States	X	
Simpson, Michael W.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] (street), Houston (city), TX (state), 77042 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 8th day of October (month), 20 24 (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:
2024-1224344

Date Filed:
10/08/2024

Date Acknowledged:
10/10/2024

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

J. T. Vaughn Construction, LLC
Houston, TX United States

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

Williamson County, Texas

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

Project P476
Construction for Justice Complex Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vaughn, J. Thomas	Houston, TX United States	X	
Vaughn, William F.	Houston, TX United States	X	
Vaughn, Michael W.	Houston, TX United States	X	
Simpson, Michael W.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **40.**

Meeting Date: 10/22/2024

Expo Gattis Pavilion - New Water Tank - Aggieland Construction - Change Order #3

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 3 from Aggieland Construction for the Expo - Water Storage Tank Project in the amount of $1,853.00, which was approved by Williamson County Facilities Senior Project Manager, Angel Gomez pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

This change order is for additional materials and labor for the water storage tank. Williamson County Facilities Senior Project Manager, Angel Gomez was delegated change order approval authority for this project on March 21st, 2023 by the Commissioners Court pursuant to Williamson County Facilities pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record same into the minutes of the Commissioners Court.

Missing Custom Expenditures Program, please contact Destiny Software

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Gattis Pavilion - Water Tank Aggieland - CO#3

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/15/2024 10:27 AM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:52 AM
Form Started By: Christy Matoska		Started On: 10/14/2024 04:01 PM
Final Approval Date: 10/17/2024		

CHANGE ORDER
Expo - Water Storage Tank

CHANGE ORDER NO: 03 NTP Date: 8/21/2024
DATE OF ISSUANCE: October 11th, 2024
Contractor: Aggieland Construction
Architect/ Engineer: N/A

EXPLANATION:

1. Add cost associated with Alliance Engineering Group invoice submitted to Aggieland Construction for Materials Testing for the Williamson County Water Storage Tank project.

CONTRACT CHANGE:

1. Additional services for construction materials testing.

Original Contract Amount	$ 153,392.00
Net change by previously submitted Change Orders	$ 17,580.00
Contract sum prior to this Change Order was	$ 170,972.00
Contract Sum be increased by this Change Order in the amount of	$ 1,853.00
The new Contract Sum including this Change Order will be	$ 172,825.00

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 12.67 %

The Contract Time will be changed by 0 days
The date of Substantial Completion as of the date of this Change Order 12/13/2024

RECOMMENDED BY:

Kyle Maas	Kyle Maas	Oct 11, 2024
Contractor's Printed Name	Signature	Date

REVIEWED BY:

N/A	N/A	N/A
Architect/ Engineer Name	Signature	Date

ACCEPTED BY:

Angel Gomez	Angel Gomez (Oct 14, 2024 11:59 CDT)	Oct 14, 2024
Owner's Representative	Signature	Date

Commissioners Court - Regular Session **41.**

Meeting Date: 10/22/2024

Award of IFB #24IFB72 Crack Seal Services to RHB for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #24IFB72 Crack Seal Services to the lowest and best bidder, RHB Construction, in the not-to-exceed amount of $900,000.00 and authorizing the execution of this agreement.

Background

Williamson County sent out one thousand seven hundred ninety-two (1,792) notifications with thirty-seven (37) document takers and received five (5) vendor submissions. After reviewing all the pertinent information, Road and Bridge concluded that RHB Construction submitted the overall lowest and best bid. The Road and Bridge Department recommends Williamson County award this solicitation to RHB Construction. The funding source is 01.0200.0210.003599 and point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Recommendation Award Letter

Bid Tabulation - All submittals

Form 1295 - RHB Construction Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/16/2024 04:39 PM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:37 AM
Form Started By: Fernando Ramirez		Started On: 10/08/2024 08:34 AM
Final Approval Date: 10/17/2024		

Agreement for Construction Services

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

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

As described in the IFB Solicitation # 24IFB72 – Crack Seal Services ; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of **nine hundred thousand dollars and zero cents ($900,000.00)** , in accordance with the terms and conditions of this Agreement.

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

As described in the IFB Solicitation # 24IFB72 – Crack Seal Services ; including the specifications set forth therein, which is incorporated herein as if copied in full.

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

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

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

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

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

DATE FOR SUBSTANTIAL COMPLETION: **As needed**

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

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

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **$500.00 per day** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

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

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

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

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

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

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

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

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

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

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

COMMISSIONING AND WARRANTY RESPONSIBILITIES

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

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

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

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

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

ARTICLE 8 INSURANCE AND INDEMNITY

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

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

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

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

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

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

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

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

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

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

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions.

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

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

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

8.1.3 Policies must include the following clauses, as applicable.

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

8.1.4 Workers' Compensation Insurance Coverage:

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

a. Definitions:

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

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

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

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor

and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

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

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor

does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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

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

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

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

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

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

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

ARTICLE 9 BONDS

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

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

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

ARTICLE 10 TERMINATION

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

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor

beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

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

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

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

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

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

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

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

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

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

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

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

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

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

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

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

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

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

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

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

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

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

OWNER:

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

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: Ron Hummel

Title: V.P.

Date: 10-7-24

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____

Phone _____
Fax _____

Contractor's Designated Representative:

Ron Hummel
_____
_____
_____

Phone 512-738-1296
Fax _____

October 2, 2024

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #24IFB72 – Crack Seal Services

After reviewing all the pertinent information, we have concluded that RHB Construction submitted the overall lowest and best offer for the 24IFB72 bid, Crack Seal Services. I recommend to the Williamson County Commissioners Court that they RHB Construction the vendor for IFB #24IFB72 – Crack Seal Services.

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

Sincerely,

Matt Williamson, PE
Director of Road & Bridge
Williamson County, TX

24IFB72 Crack Seal Services		
Tuesday, October 1, 2024		
Company Name	**Unit**	**Unit Price**
Alpha Paving Industries	Hour	$775.00
Bennett Paving Inc	Hour	$1,325.00
FYL Enterprises LLC	Hour	$1,100.00
ICOS Management LLC	Hour	$762.00
RHB	Hour	$264.50

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:
2024-1223306

Date Filed:
10/07/2024

Date Acknowledged:
10/07/2024

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.

24IFB72
Crack Seal 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)

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:
2024-1223306

Date Filed:
10/07/2024

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.
24IFB72
Crack Seal 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 Ron Hummel, and my date of birth is [redacted].

My address is [redacted] (street), Round Rock (city), TX (state), 78664 (zip code), U.S.A. (country).

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

Executed in Williamson County, State of Texas, on the 7 day of 10 (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **42.**

Meeting Date: 10/22/2024

Economic Development Initiative - Community Project Funding (CPF) grant administered by the Department of Housing and Urban Development (HUD) for Southeast Loop Connection

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the award of an Economic Development Initiative - Community Project Funding grant. Local Match Funding Source: 2023 Road Bond funds.

Background

Williamson County was awarded an Economic Development Initiative - Community Project Funding grant for the Southeast Loop Connection Project. This item was previously approved as an application to be submitted for a congressional earmark at Commissioners Court on March 7, 2023. The federal funding award amount is $5M with a local match of 20%.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

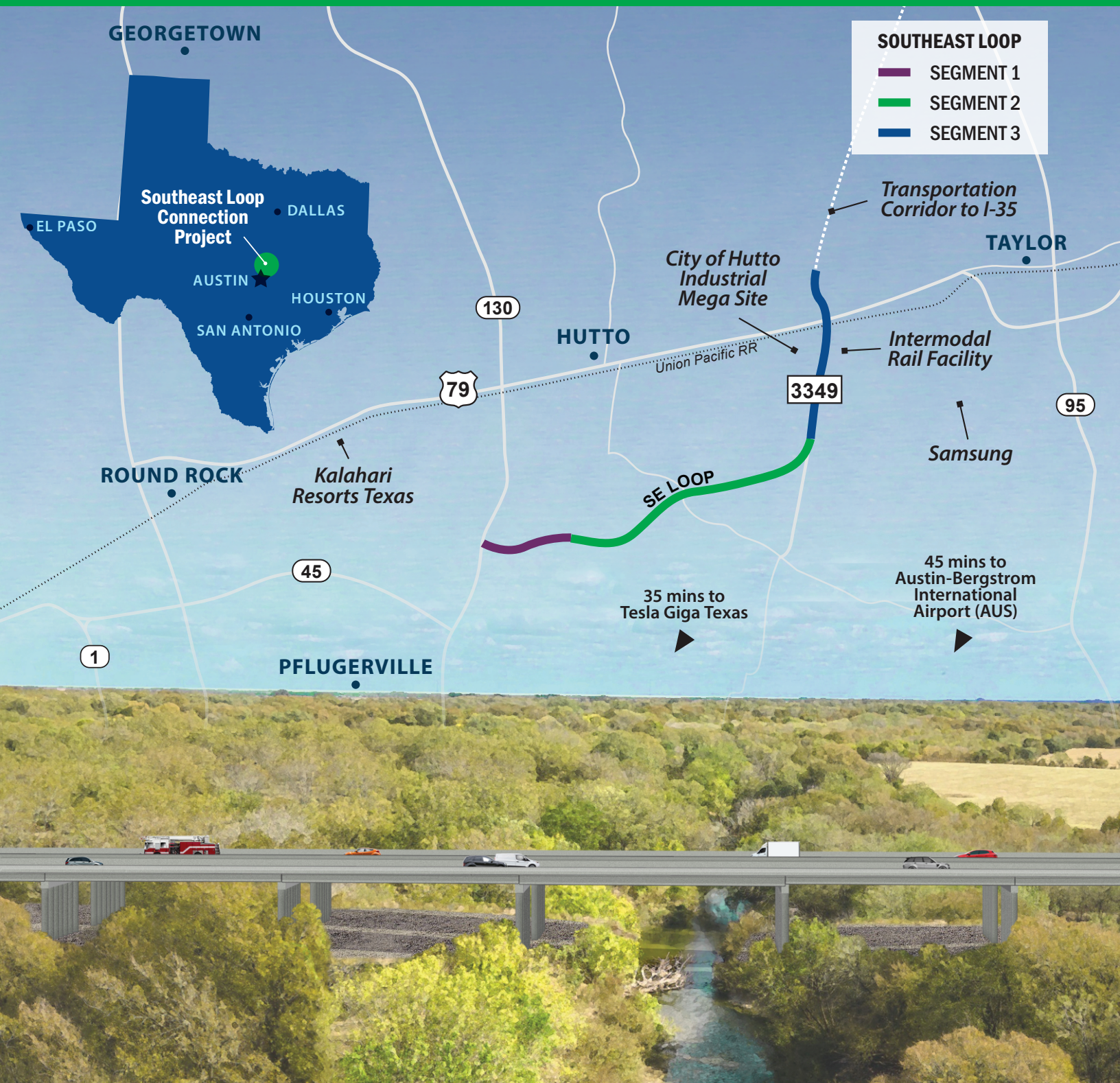
SoutheastLoopConnection_OnePager

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/17/2024 08:59 AM
Form Started By: Vicky Edwards		Started On: 10/16/2024 10:13 AM
Final Approval Date: 10/17/2024		

Southeast Loop Connection Project

The Southeast Loop Connection is the final segment of the Southeast Loop Corridor which will provide a critical route for residents to access nearby jobs at the Samsung Campus and Tesla Gigafactory and will link state roadways to economic generators such as the RCR Freight Facility and the City of Hutto Industrial Mega Site. This project will connect the two interchange improvements projects (Southeast Loop Segment 1 at SH 130, and Southeast Loop Segment 3 at US 79) currently under construction. This project is consistent with Williamson County, State of Texas, and federal initiatives to provide facilities for freight accessing the state and national freight networks, provide alternative routes for emergency events and connecting community and employment centers to residential areas and transportation corridors.



Southeast Loop Connection Project

Williamson County is requesting $60 million in funds, in addition to the County's commitment and participation, which exceeds $19 million. Williamson County has a well-established history of effectively managing large infrastructure projects and has the ability to obligate matching funds via sustainable revenue sources.

This project will improve safety and mobility while enhancing economic opportunity by providing direct access to Samsung's new semiconductor manufacturing facility, RCR Taylor intermodal (freight-rail to freight-truck) facility and Hutto Megasite, with dual rail access by Union Pacific Railroad and BNSF Railway.

Feasibility study is complete.
SUMMER 2020

Schematic design is complete.
SUMMER 2022

Utility relocation and permits are underway.
EARLY 2024

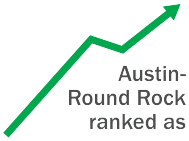
Right-of-way (ROW) acquisition is underway.
EARLY 2024

=

Shovel-ready project
LATE 2024

The investment is vital to the economy of Central Texas, and aims to provide safe and reliable roadways in an area of rapid population growth, as of 2019 per the U.S. Census:





Austin-Round Rock ranked as **#1 FASTEST GROWING METRO AREA IN TEXAS**

Hutto Population Growth

The population of Hutto grew more than 90% in less than 20 years.



Building this critical link will complete the Southeast Loop connection between SH 130 and US 79. Additionally, the project is a key element of a larger Williamson County transportation corridor, which extends connectivity from SH 130 to I-35. Both are identified in the Williamson County Long-Range Transportation Plan and the Capital Area Metropolitan Planning Organization (CAMPO) 2045 Regional Transportation Plan.

Safety & Mobility

- Reduces at grade truck crossing at the heavily traveled Union Pacific rail line
- Reduces traffic on US 79, resulting in fewer crashes
- Creates safer access for non-motorized users, including pedestrians and bicyclists via the shared use path (SUP)
- Increases mobility and connectivity for local residents and neighborhoods to jobs, schools, and activity centers
- Local rural traffic and farm equipment use to continue unimpeded

Economic Development

- Increases connectivity between good-paying jobs and housing in cities of Hutto, Taylor and Pflugerville
- Increases mobility to recreational destinations serving residents and families of the area, including Kalahari Resort & Conventions
- Provides critical access to Samsung's new semiconductor plant, which is expected to bring 2,000 jobs to the area
- Provides access to the RCR Taylor intermodal facility, a multimodal freight facility that will facilitate efficient freight movement from trucks to trains

WILLIAMSON COUNTY
1848

Commissioners Court - Regular Session **43.**

Meeting Date: 10/22/2024

Seiler Lankes Group 22RFSQ128 Contract Amendment No 3 CR 255-CR 289

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 3 under Williamson County Contract for Engineering Services between Seiler Lankes Group and Williamson County dated October 11, 2022 for CR 255 & CR 289 from CR 254 to Ronald Reagan Boulevard. Funding source: P546.

Background

The Seiler Lankes Group, LLC (SLG) Contract Amendment No. 3 increases the compensation cap by $15,180.00 from $855,759.00 to $870,939.00 to allow for the execution of a SWA to authorize Condemnation Hearings support. No other changes are proposed at this time.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Seiler Lankes Group 22RFSQ128 Contract Amendment No 3 CR 255-CR 289

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/17/2024 11:06 AM
County Judge Exec Asst.	Becky Pruitt	10/17/2024 04:38 PM
Form Started By: Vicky Edwards		Started On: 10/17/2024 08:58 AM
Final Approval Date: 10/17/2024		

CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
CR 255/CR 289 from CR 254 to Ronald Reagan Boulevard ("Project")

THIS CONTRACT AMENDMENT NO. 3 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Seiler Lankes Group (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective October 11, 2022 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $794,159.00; and,

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $855,759.00; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $855,759.00 to $870,939.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Gerald Lankes	_____
Printed Name	Printed Name
CEO	_____
Title	Title
10/14/2024	_____
Date	Date

APPROVED
By Christen Eschberger at 10:57 am, Oct 17, 2024

Commissioners Court - Regular Session **44.**

Meeting Date: 10/22/2024

Tiemann Land and Cattle CR 198 Development Agreement – Pct 4

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Development Agreement between Tiemann Land and Cattle Development, Inc. and Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Development Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/17/2024 12:28 PM
Form Started By: Adam Boatright		Started On: 10/17/2024 11:50 AM
Final Approval Date: 10/17/2024		

DEVELOPMENT AGREEMENT BY AND BETWEEN TIEMANN LAND AND CATTLE DEVELOPMENT, INC. AND WILLIAMSON COUNTY, TEXAS

This Development Agreement (this "Agreement") is executed by and between **TIEMANN LAND AND CATTLE DEVELOPMENT, INC.** ("Developer") and **WILLIAMSON COUNTY** (the "County"). Developer and County being herein referred to individually as ("Party") or collectively as (the "Parties").

RECITALS

WHEREAS, Developer has acquired approximately 569.4 acres of real property located in Williamson County, Texas, located near the intersection of CR 198 and Apache Pass and described by metes and bounds on Exhibit A (the "Development Land"); and

WHEREAS, the County acknowledges that the development of the Development Land will serve the public purpose of maximizing economic benefits and revenues to the County and the economic impact of the Development Land; and

WHEREAS, the Developer has submitted a preliminary plat depicted in Exhibit B (the "Plat") to the County for a portion of the Development Land and the Parties desire to reach an understanding regarding the Plat as well as the remaining Development Land; and

WHEREAS, the Developer and the County acknowledge that this Agreement is binding upon the County and the Developer and their respective successors and assigns and is to be recorded in the Official Records of Williamson County, Texas.

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and Developer hereby agree as follows:

I.

General Purpose

1. Purpose. The main purpose of this Agreement is to outline the requirements regarding the dedication of future right-of-way and abandonment of existing right-of-way within the Development Land.

2. Abandonment of Right-of-way. Conditioned upon Developer complying with the final terms and conditions of this Agreement, the County will follow the required legal procedures to abandon approximately 2.448 acres of existing CR 198 right-of-way, at the location shown on Exhibit C (the "Abandoned ROW"), attached hereto.

3. Dedication of Right-of-way and Phased Development. As consideration for the abandonment of the right-of-way described in Section 2, above, and other valuable consideration, the Developer agrees to dedicate to the County, through platting, a minor collector street, shown on Exhibit D, that connects CR 198 to Rowe Lane and runs approximately parallel to the Abandoned ROW. Said dedication shall be in fee simple and free and clear of all liens and other encumbrances. Developer agrees to construct the minor collector street during the construction of

phase 4 of the Plat. Developer further agrees to relocate or dedicate permanent easements for any utilities, if any, located in the Abandoned ROW. This relocation or dedication will occur prior to the approval of the phase 5 final plat within the Plat. The Developer agrees to remove the asphalt surface and grade in the Abandoned ROW to ensure positive drainage with the construction of phase 5 within the Plat.

4. Abandonment of CR 198. Subject to compliance with State law, the County agrees to abandon the Abandoned ROW as described in Section 2, above, after the Developer's completion and the County's acceptance of the minor collector street described in Section 3, above, but no later than the Developer's completion of phase 5 construction and recordation of the phase 5 final plat within the Plat. Developer agrees that it shall provide a metes and bounds description of the Abandoned ROW to the County, at no cost to the County, prior to the County abandoning the Abandoned ROW.

II.

Miscellaneous Provisions

1. Actions Performable. The County and the Developer agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The County and Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Properties for a term of fifteen (15) years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

County:

Bill Gravell, Jr.
County Judge
710 Main Street
Georgetown, Texas 78626

Developer:

Tiemann Land and Cattle Development, Inc.
21100 Carries Ranch Road
Pflugerville, TX 78660

7. Force Majeure. Developer and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. Conveyance of Properties. Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Properties. Any person who sells or conveys any portion of the Properties shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the County.

9. Continuity. This Agreement shall run with the Properties and be binding on all successors and grantees of Developer. This Agreement shall be filed for recordation in the Williamson County Official Records.

10. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Developer, respectively.

(signatures on following pages)

SIGNED as of this _____ day of _____, 2024 ("Effective Date").

WILLIAMSON COUNTY, TEXAS

_____
Bill Gravell, Jr.
County Judge

ATTEST:

_____
Nancy E. Rister, County Clerk

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the _____ day of _____, 2024,

by Bill Gravell, Jr., on behalf of the County.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:_____

DEVELOPER

Tiemann Land and Cattle Development, Inc., a Texas Corporation

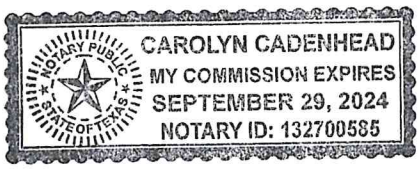
By: _____
Matthew R. Tiemann, President

THE STATE OF TEXAS }

COUNTY OF TRAVIS }

This instrument was acknowledged before me on the 5 day of September, 2024, by Matthew R. Tiemann, President of Tiemann Land and Cattle Development, Inc., a Texas corporation, on behalf of said corporation.

_____
Notary Public, State of Texas
Printed Name: Carolyn Cadenhead
My Commission Expires: 9/29/24



After recording, return this document to:

EXHIBIT A

TO

DEVELOPMENT AGREEMENT

Description of the Property

The Property consists of the following tracts:

159.457 acres

219.02 acres

78.276 acres

107.743 acres

4.91 acres

METES AND BOUNDS DESCRIPTION

FOR A 159.457 ACRE TRACT OF LAND SITUATED IN THE J.W. COPES SURVEY, ABSTRACT NO. 417, THE J.C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, AND SITUATED IN THE J.W. COPES SURVEY ABSTRACT NO. 167, THE J.C. DUVAL SURVEY ABSTRACT NO. 235, TRAVIS COUNTY, TEXAS BEING ALL OF THE CALLED 72.29 ACRE TRACT OF LAND CONVEYED TO JACK M. SAUL, II, RECORDED IN VOLUME 756, PAGE 470, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A REMNANT PORTION OF THE CALLED 120.866 ACRE TRACT OF LAND CONVEYED TO JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL, RECORDED IN DOCUMENT NO. 9628929, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND RECORDED IN VOLUME 12712, PAGE 460, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 159.457 ACRE TRACT OF LAND SURVEYED ON THE GROUND DURING THE MONTH OF MARCH 2018 BY DIAMOND SURVEYING, INC. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1-1/2“ iron pipe found on the southeast corner of said 72.29-acre JACK M. SAUL II tract, same being on the southwest corner of LOT 1, BROWN BENNETT SUBDIVISION, recorded in Volume 90, Page 359, Plat Records of Travis County, Texas, same being on an angle point in the northerly right-of-way line of MELBER LANE, monumenting the southeast corner and **POINT OF BEGINNING** hereof, and from which a 1” iron pipe found on the southeast corner of LOT 2 of said BROWN BENNETT SUBDIVISION, same being on an angle point in said northerly right-of-way line of MELBER LANE, bears S 81°32’27” E for a distance of 1319.71 feet;

THENCE, **N 82°05’03” W** with the southerly boundary line of said 72.29-acre JACK M. SAUL II tract, same being with said northerly right-of-way line of MELBER LANE, for a distance of **1355.28 feet** to a 1/2" iron rod found on the southwest corner of said 72.29-acre JACK M. SAUL II tract, same being on the original southeast corner of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL tract, monumenting an angle point hereof;

THENCE, with the southerly boundary line of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL tract, same being with said northerly right-of-way line of MELBER LANE the following two (2) courses and distances:

1. **N 81°39’35” W** for distance of **1213.19 feet** to a 1/2" iron rod found, on the lower southwest corner of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL tract, monumenting the lower southwest corner hereof;

2. **N 45°12’35” W** for distance of **45.32** feet to a 1/2" iron rod found, on the upper southwest corner of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL tract, same being on a point in the easterly right-of-way line of C.R. NO. 198, monumenting the upper southwest corner hereof;

THENCE, with the westerly boundary line of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL tract, same being with said easterly right-of-way line of C.R. NO. 198 the following four (4) courses and distances:

EXHIBIT A

1. **N 08°01’45” E** for distance of **474.21 feet** to a 1/2" iron rod found, monumenting an angle point hereof;

2. **N 08°11’31” E** for distance of **483.76 feet** to a 1/2" iron rod found, monumenting an angle point hereof;

3. **N 07°41’19” E** for distance of **378.67 feet** to a 1/2" iron rod found, monumenting an angle point hereof;

4. **N 07°13’11” E** for distance of **191.00 feet** to a 1/2" iron rod found, on an angle point in said westerly boundary line of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL tract, same being on the southwest corner of the called 78.276 acre tract of land conveyed to PAUL SAUL, recorded in Document No. 2015021663, Official Public Records of Williamson, said called 78.276 acre tract of land further described as FIRST TRACT in Document No. 9629830, Official Records of Williamson County, Texas, and in Volume 12712, Page 457, Real Property Records of Travis County, Texas, monumenting an angle point hereof, and from which a 1/2" iron rod found on an angle point in the westerly boundary line of said 78.276-acre PAUL SAUL tract, bears N 07°44’55” E for distance of 670.98 feet;

THENCE, with the common boundary line of said remnant portion of the called 120.866-acre JACK M. SAUL AND WIFE, SHERRY DIANE SAUL tract, and with said 78.276-acre PAUL SAUL tract the following two (2) courses and distances:

1. **S 81°42’34” E** for distance of **1113.23 feet** to a 1/2" iron rod found, monumenting an angle point hereof;

2. **N 08°18’37” E** for distance of **1942.70 feet** to a 1/2" iron rod found, on the southwest corner of the called 33.66 acre tract of land conveyed to CHARLES ALLAN PARKER, JR. AND WIFE, CAROLYN C. PARKER, recorded in Document No. 9702417, Official Records of Williamson County, Texas, monumenting the northwest corner hereof;

THENCE, **S 82°37’18” E** with the common boundary line of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL and said 33.66-acre PARKER tract, for a distance of **1473.79 feet** to a 1/2 iron rod found on a point in the original easterly boundary line of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL tract, same being on the southeast corner of said 33.66-acre PARKER tract, same being on a point in the westerly boundary line of a called 192 acre tract of land conveyed to WALTER H. RANDIG AND WIFE, MARIE F. RANDIG, recorded in Volume 768, Page 550, Deed Records of Williamson County, Texas, monumenting the northeast corner hereof;

THENCE, **S 07°30’20” W** with the easterly boundary line of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL tract same being with the westerly boundary line of said 192-acre RANDIG tract for a distance of **716.55 feet** to a 1” iron rod found on the southwest corner of said 192-acre RANDIG tract, same being on the northwest corner of the called 23.573 acre tract of land conveyed to FRANKLIN STIBA AND RUBY STIBA, recorded in Volume 2443, Page 307, Official Records of Williamson county, Texas, monumenting an angle point hereof;

THENCE, **S 07°56’51” W** in part with the easterly boundary line of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL and in part with the easterly

boundary line of said 72.29-acre JACK M. SAUL II tract, same being with the westerly boundary line of said 23.573-acre STIBA tract, passing at a distance of 391.93 feet the calculated northeast corner of said 72.29-acre JACK M. SAUL II tract, same being on an angle point in the easterly boundary line of said remnant portion of the called 120.866-acre JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL tract and from which a 3/8" iron rod found on the northwest corner of said JACK M. SAUL II tract, bears N 82°19'46" W for a distance of 1275.03 feet, continuing for an additional 392.74 feet for a total distance of **784.67 feet** to a 1" iron rod found on an angle point in said easterly boundary of the 72.29-acre JACK M. SAUL II tract, same being on the southwest corner of said 23.573-acre STIBA tract, same being on the northwest corner of the called 21.032 acre tract of land conveyed to BOB ALAN BISHOP AND WIFE, BOBBIE L. BISHOP, recorded in Volume 12468, Page 357, Real Property Records of Travis County, Texas, monumenting an angle point hereof;

THENCE, **S 07°52'08" W** with the easterly boundary line of said 72.29-acre JACK M. SAUL II tract, same being with the westerly boundary line of said 21.032-acre BISHOP for a distance of **699.15 feet** to a 3/4" iron pipe found on the southwest corner of said 21.032-acre BISHOP tract, same being on the northwest corner of aforementioned LOT 1 of said BROWN BENNETT SUBDIVISION, monumenting an angle point hereof

THENCE, with the easterly boundary line of said 72.29-acre JACK M. SAUL II tract, same being with the westerly boundary of said LOT 1 of said BROWN BENNETT SUBDIVISION the following two (2) courses and distances:

1. **S 07°26'50" W** for a distance of **351.28 feet** to a 1/2" iron rod found monumenting an angle point hereof;

2. **S 08°06'25" W** for a distance of **961.37 feet** to the **POINT OF BEGINNING** hereof and containing 159.457 more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE COORDINATE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00010.

A survey 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.L.S. FIRM NO. 10006900

March 29. 2018

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



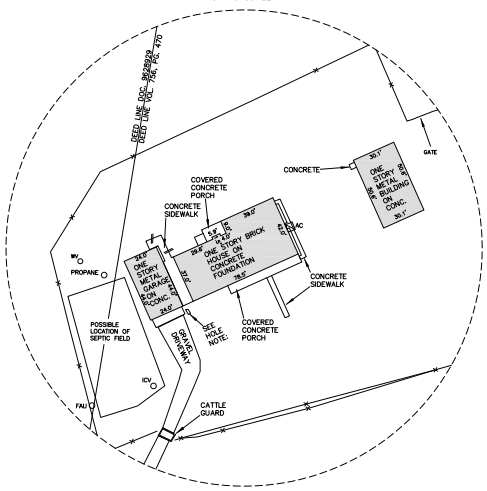
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

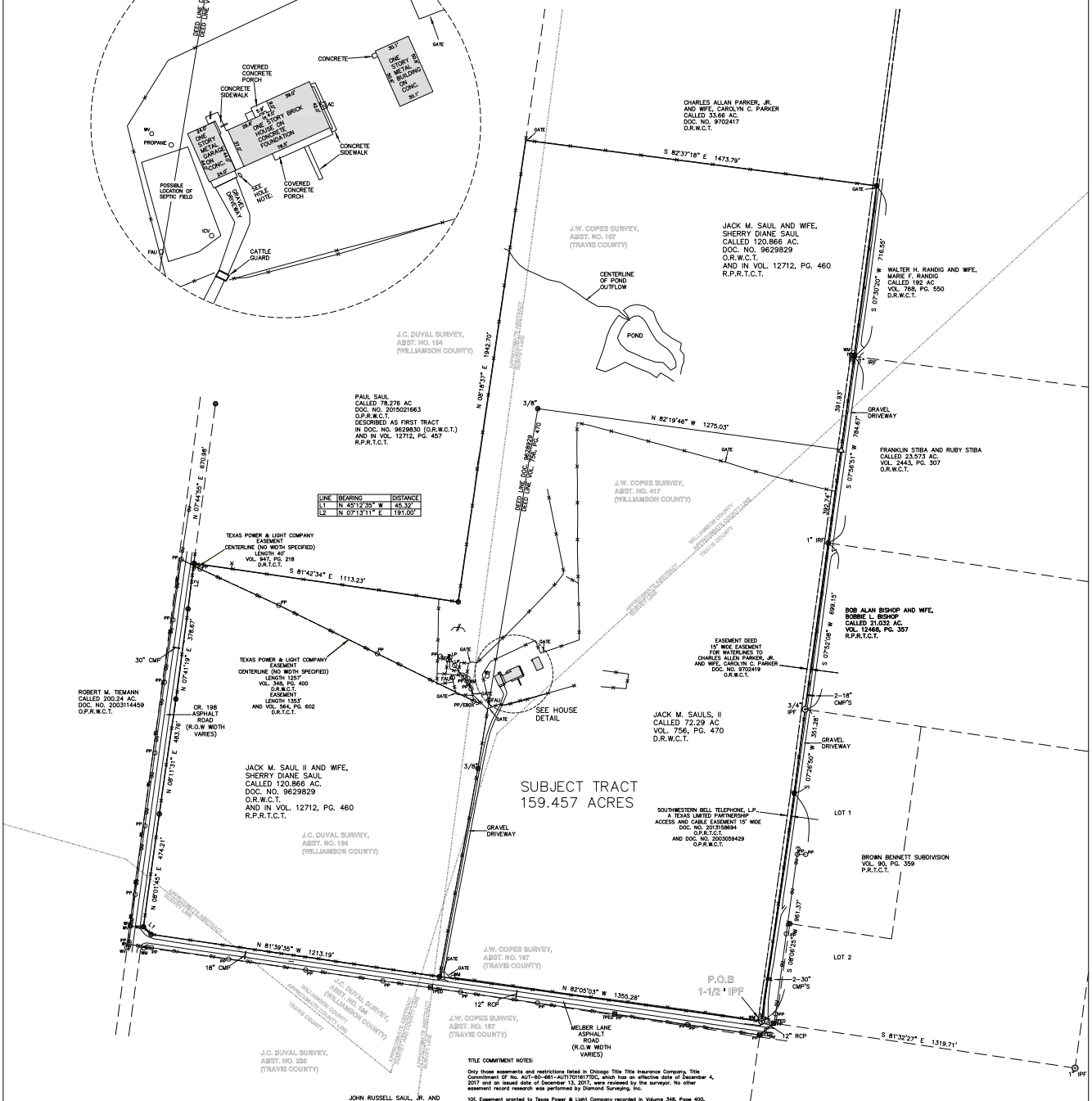
FOR A 159.457 ACRE TRACT OF LAND SITUATED IN THE J.W. COPES SURVEY ABSTRACT NO. 417, THE J.C. DUVAL SURVEY ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS AND SITUATED IN THE J.W. COPES SURVEY ABSTRACT NO. 167, THE J.C. DUVAL SURVEY ABSTRACT NO. 235, TRAVIS COUNTY, TEXAS, BEING ALL OF THE CALLED 72.29 ACRE TRACT OF LAND CONVEYED TO JACK M. SAUL II, RECORDED IN VOLUME 756, PAGE 470, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A REMNANT PORTION OF THE CALLED 120.866 ACRE TRACT OF LAND CONVEYED TO JACK M. SAUL II AND WIFE, SHERRY DIANE SAUL, RECORDED IN DOCUMENT NO. 9629829, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND RECORDED IN VOLUME 12712, PAGE 460, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

PROPERTY ADDRESS: 21024 MELBER LANE, MANOR, TEXAS 78653

SCALE: 1" = 200'
0 200 400

HOUSE DETAIL
NOT TO SCALE





GENERAL NOTES:

1) BEARING BASIS: STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS CENTRAL(4203). PER NGS VRS GPS NETWORK, ESTABLISHED ON SITE 7-13-2017. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00010.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICES OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS AND TRAVIS COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH ZONE "X" UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2" ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0675E, DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS AND FLOOD INSURANCE RATE MAP NO. 48453C0285H, DATED SEPTEMBER 26, 2008 FOR TRAVIS COUNTY, TEXAS.

4) THE HOLE LOCATED NEAR THE SOUTHEAST CORNER OF GARAGE IS OF UNKNOWN USE AND FEATURE. THE SURVEYOR DOES NOT KNOWN THE USE OR WHAT TYPE OF FEATURE IS ATTRIBUTED TO THE HOLE. CLIENT IS ADVISED TO SEEK OTHER SOURCES TO DETERMINE USE OR TYPE OF FEATURE OF HOLE AREA.

TO: Robert M. Tiemann and Chicago Title Insurance Company, EXCLUSIVELY,

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision completed on March 29, 2018. 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 IV 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.

MARCH 29, 2018
SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS REGISTERED SHANE SHAFER 5281 LAND SURVEYOR

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Chicago Title Title Insurance Company, Title Commitment GF No. AUT-60-601-AUT7016170TDC, which has an effective date of December 4, 2017 and an issued date of December 13, 2017, were reviewed by the surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10f. Easement granted to Texas Power & Light Company recorded in Volume 348, Page 400, Deed Records of Williamson County, Texas, is a portion of the Subject Tract and is plotted on this survey.

10g) Easement granted to Texas Power & Light Company recorded in Volume 377, Page 378, Deed Records of Williamson County, Texas, is not a portion of the Subject Tract.

10h) Easement granted to Texas Power & Light Company recorded in Volume 702, Page 781, Deed Records of Williamson County, Texas, is not a portion of the Subject Tract.

10i) Easement granted to Texas Power & Light Company recorded in Volume 564, Page 602, Deed Records of Travis County, Texas, is a portion of the Subject Tract and is plotted on this survey.

10j) Easement granted to Texas Power & Light Company recorded in Volume 947, Page 218, Deed Records of Travis County, Texas, is a portion of the Subject Tract and is plotted on this survey.

10k) Easement granted to Manville Water Supply Corp. recorded in Volume 4823, Page 1687, Deed Records of Travis County, Texas, is a portion of the Subject Tract. However can not be plotted by its description. Said Easement being 15' in width the centerline thereof being the pipe line as installed.

10l) A lease with certain terms, covenants, conditions and provisions recorded in Volume 843, Page 875, Deed Records of Williamson County, Texas, is not a portion of the Subject Tract.

10m) Easement granted to Manville Water Supply Corp. recorded in Volume 582, Page 73, Deed Records of Williamson County, Texas, is a portion of the Subject Tract. However can not be plotted by its description. Said Easement being 15' in width the centerline thereof being the pipe line as installed.

10n) Easement granted to Manville Water Supply Corp. recorded in Volume 774, Page 926, Deed Records of Williamson County, Texas, is a portion of the Subject Tract. However cannot be plotted by its description. Said Easement being 15' in width the centerline thereof being the pipe line as installed.

10o) Easements granted to Manville Water Supply Corp. recorded in Volume 1188, Page 273 and Volume 1188, Page 275, Deed Records of Williamson County, Texas, are a portion of the Subject Tract. However cannot be plotted by its description. Said Easements being 15' in width the centerline thereof being the pipe line as installed.

10p) Easement granted to Southwestern Bell Telephone Company, L.P. recorded Document No. 2003059429, Official Public Records of Williamson County, Texas, is a portion of the Subject Tract, and is plotted on this survey.

10q) Easement granted to Charles Allan Parker, Jr. and wife, Carolyn C. Parker recorded in Document No. 9702419, Official Public Records of Williamson County, Texas, is a portion of the Subject Tract, and is plotted on this survey.

10r) Easements granted to Southwestern Bell Telephone Company, L.P. recorded Document No. 2003059429 Official Public Records of Williamson County and corrected in Document No. 2003159694, Official Public Records of Travis County, Texas, are a portion of the Subject Tract, and is plotted on this survey.

10s) Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto and recorded in Volume 393, Page 472, Deed Records of Williamson County, Texas and Volume 1425, Page 328, Deed Records of Travis County, Texas is not a survey matter.

⊙ = IRON PIPE FOUND SIZE AS STATED
● = 1/2" IRON ROD FOUND (UNLESS SIZE OTHERWISE STATED)
△ = CALCULATED POINT
P.O.B. = POINT OF BEGINNING
IPF = IRON PIPE FOUND
PP○ = POWER POLE
TBOX = TELEPHONE PEDESTAL
LP○ = LIGHT POLE
⟵ = GUY WIRE ANCHOR
EBOX = ELECTRIC BOX
WV○ = WATER VALVE
WM○ = WATER METER
FAU○ = WATER FAUCET
ICV○ = IRRIGATION CONTROL VALVE
-x- = WIRE FENCE
AC = AIR CONDITIONER ON CONCRETE PAD
= WOODEN FENCE
PROPANE○ = ABOVE GROUND PROPANE TANK
—WL— = UNDERGROUND WATER LINE AS MARKED ON THE GROUND WITH PIN FLAGS LABELED "MANVILLE AND COUPLAND WATER FACILITIES", AND BLUE PAINT STRIPES
—UT— = UNDERGROUND TELEPHONE LINE AS MARKED ON THE GROUND WITH PIN FLAGS LABELED "AT&T TELEPHONE CABLE, 800-778-9140" AND ORANGE PAINT STRIPES
—OU— = OVERHEAD UTILITY LINES
P.R.T.C.T. = PLAT RECORDS, TRAVIS COUNTY, TEXAS
R.P.R.T.C.T. = REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.W.C.T. = DEED RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.C.T. = OFFICIAL RECORDS, WILLIAMSON COUNTY ,TEXAS
O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY ,TEXAS
CMP = CORRUGATED METAL PIPE
RCP = REINFORCED CONCRETE PIPE
CONC. = CONCRETE
R.O.W. = RIGHT-OF-WAY
IRF = IRON ROD FOUND

SHEET 1 OF 1

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

EXHIBIT "A"

FIELD NOTES
JOB NO. 16654
DATE: NOVEMBER 22, 2016

219.02 ACRES

Being 219.02 acres of land, more or less, out of the J. W. Copes Survey, Abstract No. 137, and the John C. Duval Survey, Abstract No. 194, Williamson County, Texas, being that tract called 185.22 acres conveyed to Gladys S. Parker, by deed recorded in Document No. 2014003306, Official Public Records, Williamson County, Texas and also being that tract called 33.66 acres conveyed to Charles Allan Parker, Jr., et ux, by deed recorded in Document No. 9702417, Official Records, Williamson County, Texas, and further described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the west line of a tract conveyed to Cynthia Motloch, et al, by deed recorded in Document No. 2008072662, of said Official Public Records, marking the northeast corner of a tract conveyed to Jack M. Saul II, et ux, by deed recorded in Document No. 9629829, of said Official Records, for the southeast corner of said Charles Allan Parker, Jr. tract and this tract;

THENCE: N 82°36'58" W, 1473.72 feet with the north line of said Jack M. Saul II tract and the south line of said Charles Allan Parker, Jr. tract to a 1/2 inch iron rod found in the east line of a tract conveyed to Paul Saul, by deed recorded in Document No. 2015021663, of said Official Public Records, marking the northwest corner of said Jack M. Saul II tract and the southwest corner of said Charles Allan Parker, Jr. tract, for an angle point of this tract;

THENCE: N 08°19'39" E, 999.94 feet with the east line of said Paul Saul tract to a 1/2 inch iron rod with aluminum cap found in the south line of said Gladys S. Parker tract, marking the northeast corner of said Paul Saul tract and the northwest corner of said Charles Allan Parker, Jr. tract, for an angle point of this tract;

THENCE: N 82°39'13" W, 1177.72 feet with the north line of said Paul Saul tract to a 5/8 inch iron rod found in the east line of the Lookout at Brushy Creek Plat, said Plat recorded in Cabinet Q, Slide 288, Plat Records, Williamson County, Texas, marking the northwest corner of said Paul Saul tract, for the southwest corner of said Gladys S. Parker tract and this tract;

THENCE: with the east line of said Lookout at Brushy Creek for the west line of this tract the following six (6) courses:

1. N 07°34'01" E, 344.19 feet to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, for an angle point of this tract,
2. N 06°49'56" E, 123.27 feet to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, for an angle point of this tract,
3. N 10°16'28" E, 44.31 feet to a 1/2 inch iron rod found, for an angle point of this tract,
4. N 09°58'42" E, 47.96 feet to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, for an angle point of this tract,
5. N 02°23'29" W, 174.63 feet to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, for an angle point of this tract,

6. N 07°03'44" E, 341.97 feet to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, for an angle point of this tract;

THENCE: S 87°15'47" E, 917.37 feet to a fence corner post found, marking the southeast corner of a tract conveyed to Jack M. Saul, by deed recorded in Volume 358, Page 367, Deed Records, Williamson County, Texas, for an angle point of said Gladys S. Parker tract and this tract;

THENCE: N 07°40'48" E, with a fence for the east line of said Jack M. Saul tract at 1953.78 feet passing a fence corner post found, continuing in all 2167.08 feet to a calculated point in the center line of Brushy Creek and the south line of a tract conveyed to Walther Family Limited Partnership, by deed recorded in Doucment No. 2005069305, of said Official Public Records, marking the northeast corner of said Jack M. Saul tract, for the northwest corner of said Gladys S. Parker tract and this tract;

THENCE: with the center line of said Brushy Creek, the south line of said Walter Family Limited Partnership tract and the north line of said Gladys S. Parker tract the following nine (9) courses:

1. N 76°23'00" E, 221.68 feet to a calculated point, for an angle point of said Gladys S. Parker tract and this tract,
2. N 41°36'00" E, 308.21 feet to a calculated point, for an angle point of said Gladys S. Parker tract and this tract,
3. N 13°27'00" E, 164.83 feet to a calculated point, for an angle point of said Gladys S. Parker tract and this tract,
4. N 00°59'00" E, 339.36 feet to a calculated point, for an angle point of said Gladys S. Parker tract and this tract,
5. N 30°30'00" E, 139.28 feet to a calculated point, for an angle point of said Gladys S. Parker tract and this tract,
6. S 84°43'00" E, 296.88 feet to a calculated point, for an angle point of said Gladys S. Parker tract and this tract,
7. S 71°16'00" E, 305.51 feet to a calculated point, for an angle point of said Gladys S. Parker tract and this tract,
8. S 49°32'00" E, 265.25 feet to a calculated point, for an angle point of said Gladys S. Parker tract and this tract,
9. N 86°14'00" E, 537.10 feet to a calculated point, for the northeast corner of said Gladys S. Parker tract and this tract;

THENCE: S 07°41'00" W, 4187.71 feet with the west line of said Cynthia Motloch tract to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, marking the southeast corner of said Gladys S. Parker tract and the northeast corner of said Charles Allan Parker, Jr. tract, for an angle point of this tract;

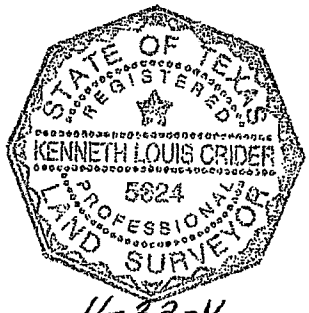
EXHIBIT "A"

FIELD NOTES
JOB NO. 16654
DATE: NOVEMBER 22, 2016

THENCE: S 07°25'41" W, 700.96 feet with the west line of said Cynthia Motloch tract to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, for an angle point of said Charles Allan Parker, Jr. tract and this tract;

THENCE: S 07°32'59" W, 298.88 feet with the west line of said Cynthia Motloch tract to the Point of Beginning;

Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83/93.



11-22-16

Kenneth Louis Crider , R.P.L.S. No. 5624
Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200

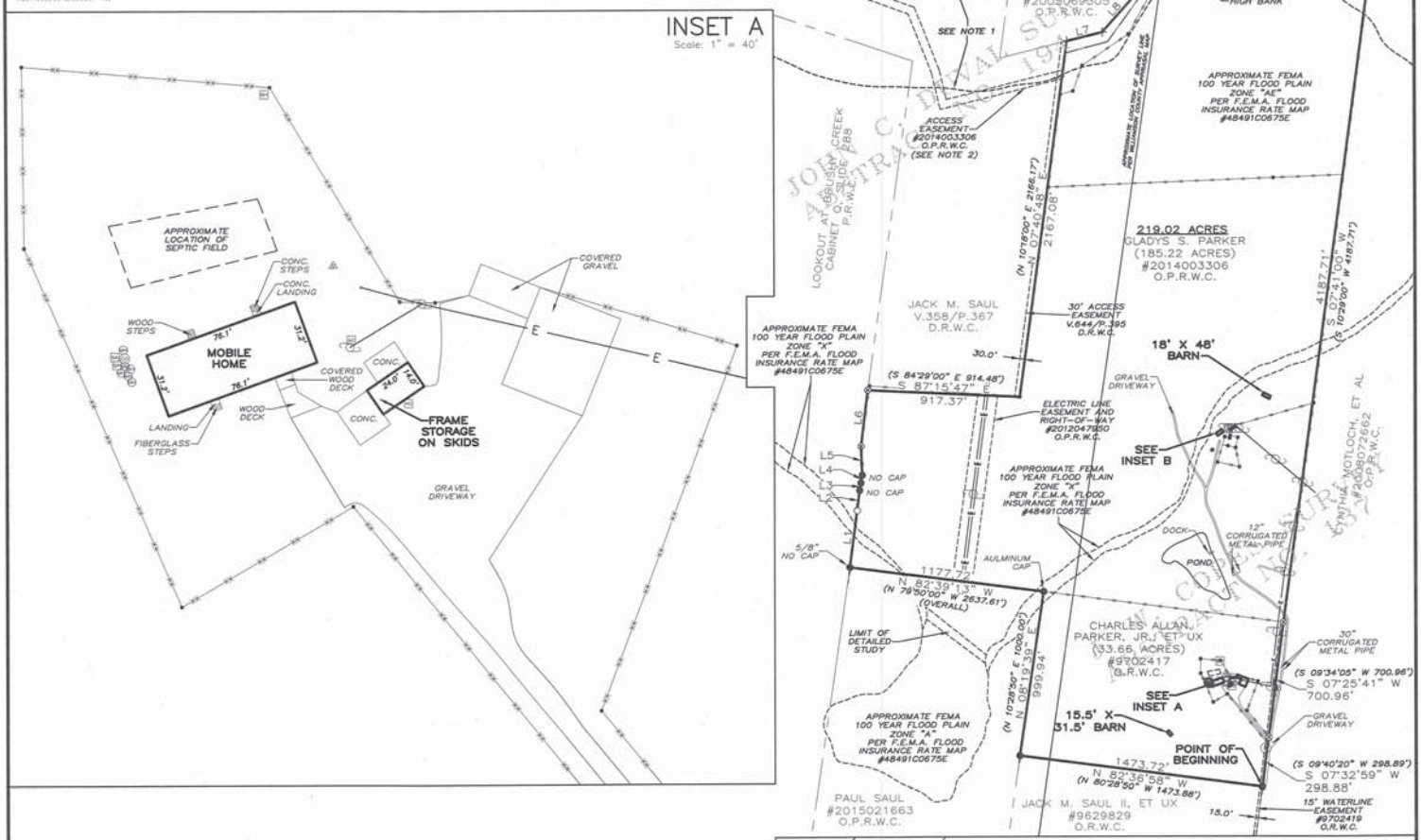
RESTRICTIVE COVENANTS:
ONLY THOSE EASEMENTS AND THAT INFORMATION LISTED IN TITLE COMMITMENT #16-2547-BAL, EFFECTIVE DATE OF NOVEMBER 4, 2016 AND RE-LISTED BELOW WERE CONSIDERED FOR THIS SURVEY:

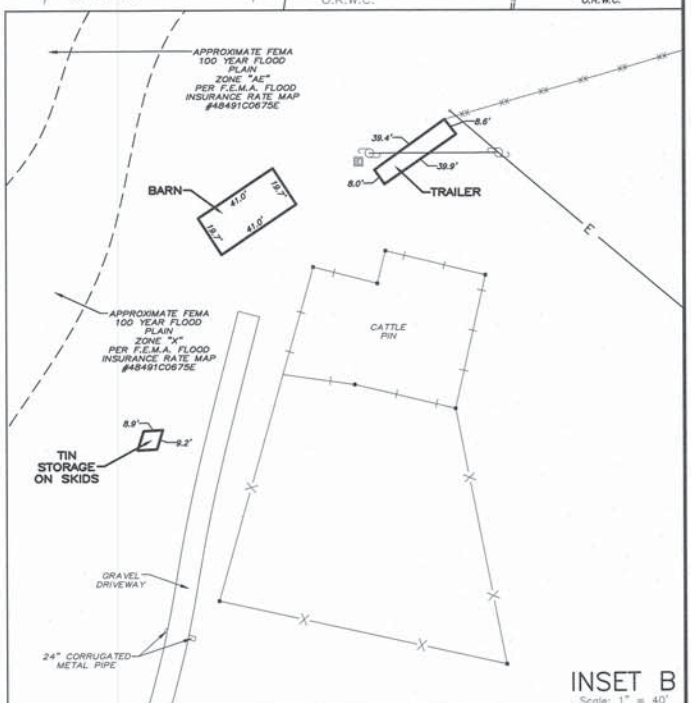
I.) RESTRICTIVE COVENANTS - #9702417 (TRACT 2)
10a.) ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT - V.288/P.26 (BLANKET)
10b.) ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT - V.362/P.97 (BLANKET)
10c.) ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT - V.377/P.278 (BLANKET)
10d.) PIPELINE EASEMENT - V.582/P.73 (BLANKET)
10e.) ACCESS EASEMENT - V.644/P.395 (SUBJECT TO)
10f.) ELECTRIC DISTRIBUTION LINE - V.702/P.781 (BLANKET)
10g.) PIPELINE EASEMENT - V.774/P.926 (BLANKET)
10h.) PIPELINE EASEMENT - V.1188/P.273 (BLANKET)
10i.) ACCESS AND CABLE EASEMENT - #2003059429 (SUBJECT TO)
10j.) ELECTRIC LINE AND RIGHT-OF-WAY EASEMENT - #2012047950 (SUBJECT TO)
10k.) TERMS, CONDITIONS, AND STIPULATIONS IN THE EASEMENT AGREEMENT - #9702699 (SUBJECT TO)
10L.) TERMS, CONDITIONS, AND STIPULATIONS IN THE EASEMENT DEED - #2014003306 (SUBJECT TO)

BEING 219.02 ACRES OF LAND, MORE OR LESS, OUT OF THE J. W. COPES SURVEY, ABSTRACT NO. 137, AND THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CALLED 185.22 ACRES CONVEYED TO GLADYS S. PARKER, BY DEED RECORDED IN DOCUMENT NO. 2014003306, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND ALSO BEING THAT TRACT CALLED 33.66 ACRES CONVEYED TO CHARLES ALLAN PARKER, JR., ET UX, BY DEED RECORDED IN DOCUMENT NO. 9702417, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

JOB NO: 16654
DRAWN: RCG
F.C.: CC/BR

NOTE:
1) THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS.
2) LOCATION OF ACCESS EASEMENT IN DOCUMENT NO. 2014003306 SHOWN HEREON IS AN APPROXIMATE LOCATION ONLY; SAID EASEMENT IS NOT MONUMENTED ON THE GROUND AND IS NOT LOCATABLE ON THE GROUND. SAID EASEMENT GAVE NO CALLS TIEING TO BRUSHY CREEK, THE JACK M. SAUL TRACT (V.358/P.357) OR THE GLADYS S. PARKER TRACT (DOCUMENT NO. 2014003306). LOCATION OF SAID EASEMENT IS THIS SURVEYOR'S BEST GUESS BASED ON RECONSTRUCTION THROUGH RECORD DOCUMENT(S) INFORMATION.





LINE TABLE			RECORD LINE TABLE		
NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L1	N 07°34'01" E	344.19'	L1	S 09°36'30" W	344.19'
L2	N 06°49'56" E	123.27'	L2	S 08°52'25" W	123.27'
L3	N 10°16'28" E	44.31'	L3	S 12°19'29" W	44.58'
L4	N 09°58'42" E	47.96'	L4	S 12°00'35" W	47.69'
L5	N 02°23'29" W	174.63'	L5	S 00°21'00" E	174.63'
L6	N 07°03'44" E	341.97'	L6	S 09°06'13" W	341.97'
L7	N 76°23'00" E	221.68'	L7	N 79°11'00" E	221.68'
L8	N 41°36'00" E	308.21'	L8	N 44°24'00" E	308.21'
L9	N 13°27'00" E	164.83'	L9	N 16°15'00" E	164.83'
L10	N 00°59'00" E	339.36'	L10	N 03°47'00" E	339.36'
L11	N 30°30'00" E	139.28'	L11	N 33°18'00" E	139.28'
L12	S 84°43'00" E	296.88'	L12	S 81°55'00" E	296.88'
L13	S 71°16'00" E	305.51'	L13	S 68°28'00" E	305.51'
L14	S 49°32'00" E	265.25'	L14	S 46°49'00" E	265.25'
L15	N 86°14'00" E	537.10'	L15	N 89°02'00" E	537.10'

LEGEND

●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET WITH PINK CAP STAMPED "TLS, INC."
+	CALCULATED POINT
	PAVEMENT
●	FENCE POST
-|-|-	CATTLE PEN FENCE
-XX-	ELECTRIC FENCE
-X-	WIRE FENCE
UP	UTILITY POLE
⊙	GUY ANCHOR
E	ELECTRIC LINES
AC	AIR CONDITIONER
BH	BIRD HOUSE
CO	CLEANOUT
E	ELECTRIC
G	GAS METER
SA	SEPTIC ALARM
SL	SEPTIC LID
SP	SEPTIC PUMP
T	TELEPHONE
( )	RECORD INFORMATION
CONC.	CONCRETE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

Scale: 1" = 500'
BEARINGS CITED HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983/93, TEXAS CENTRAL ZONE.

CERTIFY TO: INDEPENDENCE TITLE / TITLE RESOURCES GUARANTY COMPANY / CONSERVATION DEVELOPMENT, LLC / GF# 1642547-BAL

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

THAT SURVEYOR FOR TEXAS LAND SURVEYING, INC., HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THIS AREA DOES APPEAR TO BE IN SPECIAL FLOOD HAZARD AREAS PER FEMA'S FLOOD INSURANCE RATE MAP #48491C0675E, DATED SEPT. 26, 2008. THIS STATEMENT IS NOT MADE IN LIEU OF AN ELEVATION CERTIFICATE.

Texas Land Surveying, Inc.
-A Land Surveying and Geoscience Firm-
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax www.texas-ls.com
TBPLS FIRM NO.10056200 GEOSCIENCE FIRM NO.50538

STATE OF TEXAS
REGISTERED
KENNETH LOUIS CRIDER
5824
PROFESSIONAL
LAND SURVEYOR

Witness my hand and seal this the 17th Day of November, 2016 A.D.

IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

© Copyright 2016 by Texas Land Surveying, Inc. This survey provided solely for the use of the current parties and no license has been created, express or implied, to copy the survey except as necessary in conjunction with the original transaction, which shall take place within 90 days of the completion of the survey.

EXHIBIT A

Being 78.276 acres of the John Duval Survey, Abstract No. 137, Williamson County, Texas, part of the 313.27 acre tract that is described in deeds to John R. Saul et al., recorded in Volume 959, Page 607, and in Volume 2324, Page 878, Official Records of Williamson County, Texas. Surveyed on the ground in October of 1995 by William F. Forest, Jr., Registered Professional Land Surveyor No. 1847.

BEGINNING at an iron pin found at the Northwest fence corner of the said 313.27 acre tract.

THENCE along the fenced North line of the 313.27 acre tract, South 80 degrees, 28 minutes, 50 seconds, East 1178.03 feet to set an iron pin.

THENCE with the upper West line of a 120.866 acre tract surveyed this date, South 10 degrees, 28 minutes, 50 seconds, West passing iron pins set on line at 500 foot intervals, continuing in all 2942.64 feet to an iron pin set.

THENCE with the lower North line of the 120.866 acre tract, North 79 degrees 31 minutes 10 seconds West at 613.79 feet pass an iron pin set, continuing in all 1113.79 feet to set an iron pin.

THENCE along an existing fence, with the East line of County Road 139, North 09 degrees 58 minutes 10 seconds East 670.71 feet to an iron pin set; and North 40 degrees 31 minutes 20 seconds West 73.22 feet to an iron pin found.

THENCE along an existing fence, North 10 degrees 28 minutes 50 seconds East 1771.69 feet to an iron pin found; and North 10 degrees 19 minutes 40 seconds East 434.43 feet to the POINT OF BEGINNING.

107.743 Acres

THAT PART OF THE J. C. DUVAL SURVEY, ABSTRACT NO. 194 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 200.24 ACRE TRACT (TRACT 1) AND THAT 3.50 ACRE TRACT (TRACT 2) OF LAND CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT NO. 2003114459 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING A PART OF A 198.69 ACRE TRACT OF LAND FOR THE CREATION OF LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 5 BY DEED RECORDED IN DOCUMENT NO. 2008007145 AND ALL OF A 5.05 ACRE ANNEXATION INTO LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 5 BY DEED RECORDED IN DOCUMENT NO. 2015016243 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod with "SAM" aluminum disk on an inside ell corner of County Road 198 and being at the northeast corner of said 203.74 Acre Tract and the northeast corner of said Lakeside Municipal Utility District No. 5;

THENCE S07°34'16"W along the west line of said County Road 198, being also the east line of said 203.74 Acre Tract and the east line of said Lakeside Municipal Utility District No. 5 a distance of 1797.28 feet;

THENCE across said 203.74 Acre Tract and said Lakeside Municipal Utility District No. 5 the following five courses:

1. N82°26'34"W a distance of 394.03 feet to a point of curvature of a curve to the right;
2. Westerly, along the arc of said curve to the right a distance of 286.77 feet, said curve having a radius of 2090.00 feet, a central angle of 07°51'42", and a chord bearing N78°30'43"W, 286.54 feet;
3. N74°34'52"W a distance of 1708.51 feet to a point of curvature of a curve to the right;
4. Westerly, along the arc of said curve to the right a distance of 147.50 feet, said curve having a radius of 10060.00 feet, a central angle of 00°50'24", and a chord bearing N74°09'40"W, 147.50 feet;
5. N73°44'27"W a distance of 231.11 feet to the east line of Rowe Lane Estates 1 according to the plat thereof recorded in Cabinet K, Slide 75-76 of the Plat Records of Williamson County, Texas, being also the west line of said 203.74 Acre Tract and the west line of said Lakeside Municipal Utility District No. 5;

THENCE along the east line of said Rowe Lane Estates 1 and in part along the west lines of said 203.74 Acre Tract, said 3.50 Acre Tract, said Lakeside Municipal Utility District No. 5 and said 5.05 Acre annexation into Lakeside Municipal Utility District No. 5 the following four courses:

1. N07°46'20"E a distance of 33.44 feet;
2. N07°49'20"E a distance of 718.35 feet to a 1/2" iron rod found at the common east corner of Lot 5 and Lot 6 of said Rowe Lane Estates 1;
3. N07°51'33"E a distance of 737.98 feet to a 1/2" iron rod found at the northwest corner of said 203.74 Acre Tract and the southwest corner of said 3.50 Acre Tract;
4. N07°46'52"E (pass at a distance of 464.66 feet a 1/2" iron rod found at the northeast corner of Lot 1 of said Rowe Lane Estates 1) in all a distance of 501.00 feet to the south line of said County Road 198, being also the northwest corner of said 3.50 Acre Tract and the northwest corner of said 5.05 Acre annexation into Lakeside Municipal Utility

District No. 5;

THENCE along the south line of said County Road 198 and the northeast line of said 3.50 Acre Tract and said 5.05 Acre annexation into Lakeside Municipal Utility District No. 5 the following three courses:

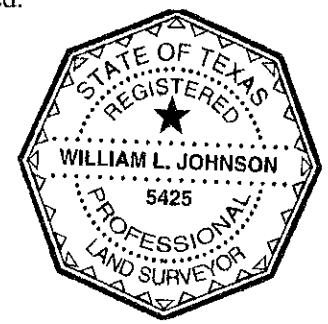
1. S82°21'23"E a distance of 61.40 feet to a point on a non-tangent curve to the right;
2. Southeasterly along the arc of said curve, a distance of 167.85 feet, said curve having a radius of 300.00 feet, a central angle of 32°03'22" and a chord bearing S51°07'20"E, 165.67 feet;
3. S35°04'52"E a distance of 49.41 feet to the north corner of, CR198 Manville Water Tank Site according to the plat thereof recorded in Document No. 2019103364 of the Official Public Record of Williamson County, Texas;

THENCE along the west line of said CR 198 Manville Water Tank Site and across said 3.50 Acre Tract (Tract 2) the following two courses:

1. S54°55'08"W a distance of 46.22 feet;
2. S09°01'31"W a distance of 347.39 feet;

THENCE S82°24'02"E in part along the south line of said CR 198 Manville Water Tank Site, the south line of a 0.6 Acre Tract of land conveyed to Robert M. Tiemann by deed recorded in Document No. 2003114458 of the Official Public Records of Williamson County, Texas and the south line of said County Road 198 and in part continuing across said 3.50 Acre Tract and along the north line of said 200.24 Acre Tract (Tract 1) and the north line of said Lakeside Municipal Utility District No. 5, a distance of 2544.42 feet to the said Point of Beginning.

Containing 107.743 acres, more or less, as shown on the sketch attached.



William L. Johnson 15 JUNE 2020
William L. Johnson
Registered Professional Land Surveyor No. 5425
State of Texas
All iron rods set have RJ Surveying caps
Bearings are Texas Coordinate System of 1983, Central Zone (4203)
All distances shown hereon are grid distances.

RJ Surveying & Associates, Inc.
2900 Jazz Street
Round Rock, TX 78664
Firm No. 10015400

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

SCALE: 1"=300'

0 300' 600'

LEGEND:

○ = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP

● = FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED

OPRWC= OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

~ LINE TABLE ~		
LINE	DIRECTION	LENGTH
L1	S82°21'23"E	61.40'
L2	S35°04'52"E	49.41'
L3	S54°55'08"W	46.22'
L4	S09°01'31"W	347.39'

ROWE LANE ESTATES 1
CABINET K, SLIDE 75–76 PRWC

501.00'
N07°46'52"E

464.66'
ROBERT M. TIEMANN
3.50 ACRES (TRACT 2)
DOC. NO. 2003114459
OPRWC

VARIABLE–WIDTH PUBLIC
RIGHT–OF–WAY
DOC. NO. 2019103364 OPRWC

COMMANCHE CIRCLE

PETITION FOR ANNEXATION OF LAND
INTO LAKESIDE MUNICIPAL UTILITY
DISTRICT NO. 5
5.05 ACRES
DOC. NO. 2015016243 OPRWC

LOT 1
BLOCK A

THE LOOKOUT AT BRUSHY CREEK
CABINET Q, SLIDES 288–298 PRWC

MUD BOUNDARY
LINE

COUNTY ROAD 198

ROBERT M. TIEMANN
REMAINDER OF 0.61 ACRE
DOC. NO. 2003114458 OPRWC

S82°24'02"E
2544.42'

APACHE PASS

IRF WITH "SAM"
ALUMINUM DISK

POINT OF
BEGINNING

737.98'
N07°51'33"E

CR 198 – MANVILLE WATER TANK SITE
DOC. NO. 2019103364 OPRWC

MANVILLE WATER SUPPLY CORPORATION
LOT 1, BLOCK A OF CR 198 –
SPECIAL WARRANTY DEED
DOC. NO. 2020006882 OPRWC

107.743 ACRES

SONYA SAUL
78.276 ACRES
DOCUMENT NO.2015021663
OPRWC

ROWE LANE ESTATES 1
CABINET K, SLIDE 75 & 76
PRWC

J. C. DUVAL SURVEY
ABSTRACT NO. 194

ROBERT M. TIEMANN
200.24 ACRES (TRACT 1)
DOC. NO. 2003114459 OPRWC

PETITION FOR THE CREATION OF
LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 5
198.69 ACRES
DOC. NO. 2008007145 OPRWC

718.35'
N07°49'20"E

33.44'
N07°46'20"E

LOT 10 LOT 11 LOT 12

ROWE LANE ESTATES
SECTION 2
CABINET K, SLIDES
141–143 PRWC

231.11'
N73°44'27"W

C2

ROBERT M. TIEMANN
200.24 ACRES (TRACT 1)
DOC. NO. 2003114459 OPRWC

1708.51'
N74°34'52"W

WILLIAMSON COUNTY
TRAVIS COUNTY
PETITION FOR THE CREATION OF
LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 5
198.69 ACRES
DOC. NO. 2008007145 OPRWC

C1

394.03'
N82°26'34"W

1797.28'
S07°34'16"W

COUNTY ROAD 198

JACK M. SAUL II, AND
WIFE SHERRY DIANE SAUL
120.866 ACRES
DOCUMENT NO.1996029829
ORWC

~ CURVE TABLE ~					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	286.77'	2090.00'	7°51'42"	N78°30'43"W	286.54'
C2	147.50'	10060.00'	0°50'24"	N74°09'40"W	147.50'
C3	167.85'	300.00'	32°03'22"	S51°07'20"E	165.67'

SKETCH TO ACCOMPANY DESCRIPTION

(SEE DESCRIPTION ON A SEPARATE ATTACHMENT)

DATE: 11 JUNE 2020 SCALE: 1"=300'

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
F–10015400 (512) 836–4793 FAX: (512) 836–4817

S:\LAND\1400-1449\1426\dwg\1426-900-133-107.743-mud annax.dwg, 6/15/2020 9:08:03 AM

4.910 Acres

A PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF LOT 7, ROWE LANE ESTATES 1, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET K, SLIDE 75 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod found in the West Line of that 200.24 Acre tract of land conveyed to Robert M. Tiemann be deed recorded in Document No. 2003114459 of the Official Public Records of Williamson County, Texas, at the Southeast Corner of said Lot 7, the same being the Northeast Corner of Lot 12, Rowe Lane Estates Section 2, according to the plat thereof recorded in Cabinet K, Slide 141 of the Plat Records of Williamson County, Texas, and also recorded in Volume 91, Page 71 of the Plat Records of Travis County, Texas;

THENCE N.74°50'27"W. along the South Line of Lot 7, the same being the North Line of Lots 8, 10, 11 and 12, of the said plat of Rowe Lane Estates Section 2, a distance of 1241.80 feet to a 1/2" iron rod found at the Southwest Corner of said Lot 7;

THENCE N.08°03'25"E. along the West Line of said Lot 7 and the East Line of County Road 139 a distance of 205.54 feet to a point on a non-tangent curve to the right (from which point a 1/2" iron rod found at the Northwest Corner of Lot 7 bears N.08°03'25"E. 122.62 feet) ;

THENCE across said Lot 7 the following four courses:

1. Easterly along the arc of said curve, a distance of 405.39 feet, said curve having a radius of 2135.00 feet, a central angle of 10°52'45" and a chord bearing S.72°54'20"E., 404.78 feet;
2. S.67°27'57"E. a distance of 200.00 feet to a point of curvature of a curve to the left;
3. Easterly, along the arc of said curve to the left a distance of 173.97 feet, said curve having a radius of 1985.00 feet, a central angle of 05°01'17", and a chord bearing S.69°58'36"E., 173.91 feet;
4. S.74°42'25"E. a distance of 471.87 feet to the East Line of said Lot 7 and the West Line of said 200.24 Acre Tract;

THENCE S.07°49'10"W. along the East Line of said Lot 7 and the West Line of said 200.24 Acre Tract a distance of 150.00 feet to the said Point of Beginning.

Containing 4.910 acres, more or less, as shown on the sketch attached.

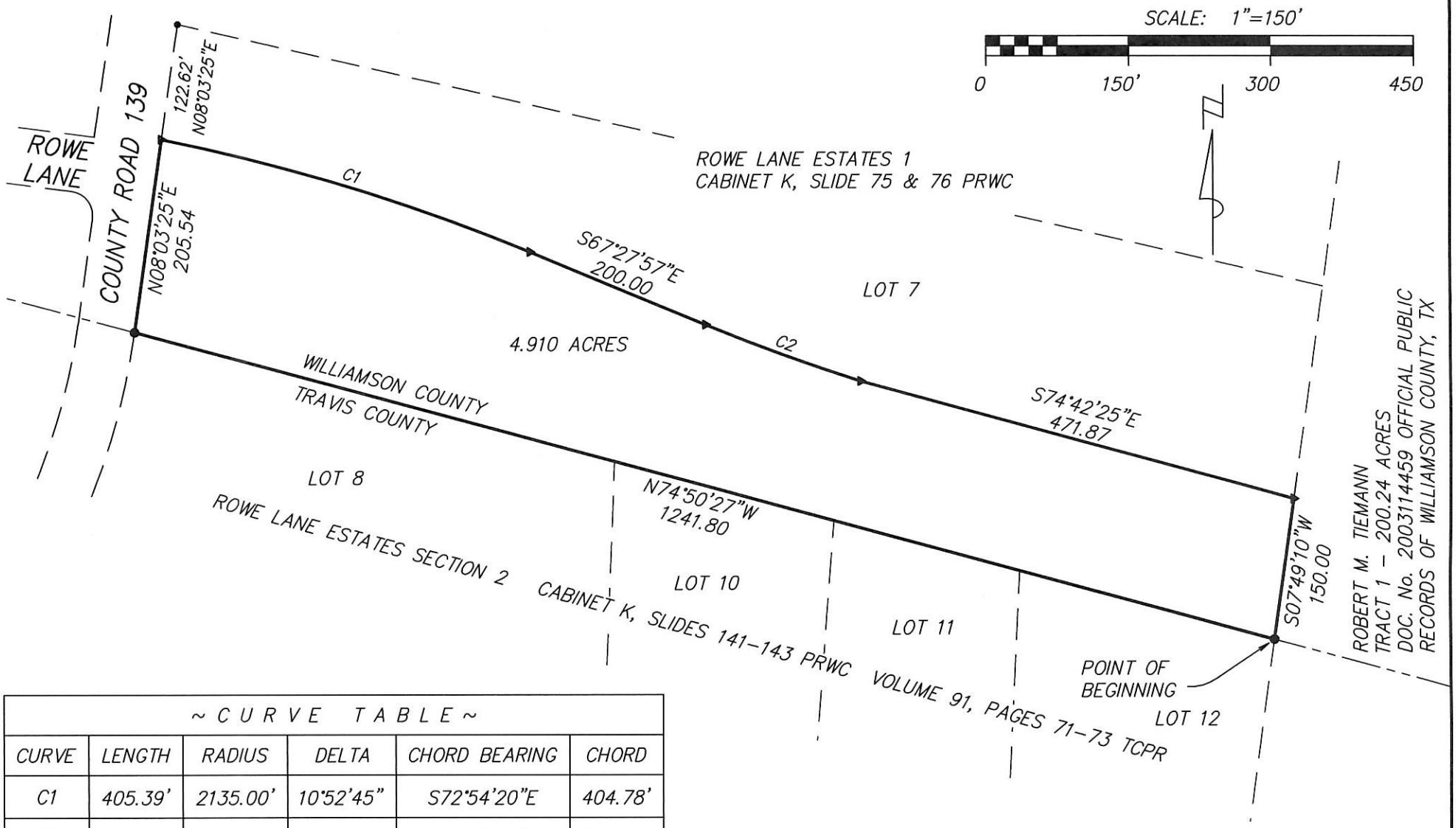
John K. Weigand 7/2/2016

J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas



RJ Surveying & Associates, Inc.
2900 Jazz Street
Round Rock, Texas 77664
F-10015400

Bearings are Texas State Plane Central Zone NAD 83



~ CURVE TABLE ~					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	405.39'	2135.00'	10°52'45"	S72°54'20"E	404.78'
C2	173.97'	1985.00'	5°01'17"	S69°58'36"E	173.91'

NOTES:

▷ = CALCULATED POINT

● = FOUND 1/2" IRON ROD

PRWC = PLAT RECORDS OF WILLIAMSON COUNTY

TCPR = TRAVIS COUNTY PLAT RECORDS

BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

SKETCH TO ACCOMPANY DESCRIPTION

(SEE DESCRIPTION ON A SEPARATE ATTACHMENT)

DATE: MAR. 2, 2016 SCALE: 1" = 150'

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
F-10015400 (512) 836-4793 FAX: (512) 836-4817

S:\LAND\1651-1700\1670\DWG\1670-ROW-PURCHASE.dwg, Layout1, 3/2/2016 5:30:29 PM

EXHIBIT B

TO

DEVELOPMENT

AGREEMENT

Preliminary Plan

BLUFFS AT BLACKHAWK

FEMA FLOOD ZONE AE

PHASING									
PHASING #	AREA (AC)	50' RES.	60' RES.	70' RES.	100' RES.	ESTATE	LANDSCAPE	LIFT STATION	SCHOOL	TOTAL
REPLAT LOT 7	9.989					1	2			3
1	19.113		49	9			3			61
2	41.064		22	27			3			52
3	21.495		66	17			1			84
4	26.104	43	16	21			4			84
5	55.666		4	40	20	1	6			71
6A	24.933		48	30			7			85
6B	7.875	16	7				2			25
7A	3.491									
7B	0.603									
7C	26.325								1	1
8A	20.904	62								62
8B	17.228	66	11							77
9	20.828	52	14	1			4			71
10	16.371	43		3			4			50
11	23.367		6	34			2			42
12	21.270		22	35			3			60
13	20.845		32	26			1			59
14	46.496		33	25			1			59
15	151.910			30			3	1		34
TOTALS	575.877	282	330	298	20	2	46	1	1	980

50' LOTS	282
60' LOTS	330
70' LOTS	298
100' LOTS	20
ESTATE LOT	1
TOTAL	931

BRUSHY BRUSHY CREEK

ZONE AE

ESTATE POND

AMENITY POND 1

AMENITY POND 2

N5 POND D.E. 4.76 8.007ac.

DEMO EX. Pond

HUTTO ISD LOT 64 - SCHOOL 20.941 AC.

TRACT 2

FUTURE LIFT STATION

HUTTO ISD

PFLUGERVILLE ETJ

WILLIAMSON COUNTY TRAVIS COUNTY

HUTTO ISD PFLUGERVILLE ISD

HUTTO MATERIAL SECTION

LEGEND

EXISTING CONTOURS	
PROPOSED CENTERLINE	
PROPOSED EASEMENT	
PROPOSED ROW LINE	
PROPOSED LOT LINE	
SIDEWALK BY DEVELOPER	
PHASE LINES	
PROPOSED SS LINE	SS
PROPOSED 10' SS INLET	
PROPOSED 8" WATERLINE	W
PROPOSED 12" WATERLINE	12 WL
PROPOSED 16" WATERLINE	16 WL
PROPOSED FIRE HYDRANT	
PROPOSED WW LINE	WW
PROPOSED 4' WW MANHOLE	

P.O.B. = POINT OF BEGINNING
M.B.U. = MAIL BOX UNIT
L.S. = LANDSCAPE LOT
D.E. = DRAINAGE EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT

300 150 0 300 600

1"=300' ALM

BLUFFS AT BLACKHAWK
PRELIMINARY PLAN

NOT FOR RECORDATION

WILLIAMSON&TRAVIS
COUNTY,
TEXAS

#	REVISION	DATE

SCALE: 1"=300'
DATE: 9/9/2024
JOB: SITE
DRAWN BY: MM
CHECKED BY: MM

ALM ENGINEERING, INC.
F-3565
CONSULTING ENGINEERS
PO Box 536
Dripping Springs, Texas, 78620
(512)431-9600 - matt@almengr.com

STATE OF TEXAS
MATTHEW MITCHELL
83335
LICENSED
ENGINEER
9-9-2024

OVERALL PRELIMINARY PLAN
PRELIMINARY – WILLIAMSON
BLUFFS AT BLACKHAWK

EXHIBIT C

TO

DEVELOPMENT

AGREEMENT

Abandoned ROW

METES AND BOUNDS DESCRIPTION

FOR A 2.448 ACRE TRACT OF LAND SITUATED IN THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF COUNTY ROAD 198 RIGHT-OF-WAY (PRESCRIPTIVE-UNRECORDED) IN WILLIAMSON COUNTY, TEXAS. SAID 2.448 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND DURING THE MONTH OF APRIL, 2024 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Surface Coordinates: N=10150559.86 E= 3181102.18) on an angle point in the northeasterly right-of-way line of said County Road 198, same being on an angle point in the west boundary line of the called 78.276 acre tract of land (Tract 14) conveyed to Tiemann Legacy, LP, recorded in Document No. 2022003934 of the Official Public Records of Williamson County, Texas, from which an 1/2" iron rod found on an angle point in said northeasterly right-of-way line of County Road 198 and said west boundary line of the 78.276 acre Tiemann Legacy, LP tract, same being on the southeast corner of Lot 94, The Lookout at Brushy Creek, a subdivision recorded in Cabinet Q, Slide 288 of the Plat Records of Williamson County, Texas, bears N 42°48’54” W for a distance of 72.89 feet;

THENCE, S 07°44’55” W with the easterly right-of-way line of County Road 198 and said west boundary line of the 78.276 acre Tiemann Legacy, LP tract, for a distance of 5.43 feet to a 1/2” iron rod set with cap marked “DIAMOND SURVEYING” (Surface Coordinates: N=10150554.48, E= 3181101.45), for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, **S 07°44’55” W** continuing with said easterly right-of-way line of County Road 198 and said west boundary line of the 78.276 acre Tiemann Legacy, LP tract, for a distance of **665.55 feet** 1/2" iron rod found on the southwest corner of said 78.276 acre Tiemann Legacy, LP tract, same being on the northwest corner of the remnant portion of the called 159.457 acre tract of land (Tract 13) conveyed to Tiemann Legacy, LP, recorded in said Document No. 2022003934, for an angle point hereof,

THENCE, continuing with said easterly right-of-way line of County Road 198, same being with the west boundary line of said remnant portion of the 159.457 acre Tiemann Legacy, LP tract, the following three (3) courses and distances:

1. **S 07°13’11” W** for a distance of **191.00 feet** to a 1/2" iron rod found, for an angle point hereof;
2. **S 07°41’19” W** for a distance of **378.67 feet** to a 1/2" iron rod found, for an angle point hereof;
3. **S 08°11’31” W** for a distance of **425.84 feet** to a 1/2" iron rod set with cap marked “DIAMOND SURVEYING”, for the southeast corner hereof, from which a 1/2" iron rod found on an angle point in said easterly right-of-way line of County Road 198 and said west boundary line of the remnant portion of the 159.457 acre Tiemann Legacy, LP tract, bears S 08°11’31” W for a distance of 57.91 feet,

THENCE, **N 80°42'32" W** through the interior of the right-of-way of said County Road 198, for a distance of **59.90 feet** to a calculated point on the west right-of-way line of said County Road 198, same being on a point in the east boundary line of the remnant portion of the called 200.24 acre tract of land (Tract 1, Parcel C) conveyed to Tiemann Legacy, LP, recorded in said Document No. 2022003934, for the southwest corner hereof, from which a 60D nail found in fence post on the southeast corner of the called 94.651 acre tract of land (Tract 12) conveyed to 05 Ranch Investments, LLC, recorded in Document No. 2023070442 of the Official Public Records of Williamson County, Texas, same being on the original southeast corner of said 200.24 acre Tiemann Legacy, LP tract, bears S 07°34'26" W for a distance of 1492.40 feet;

THENCE, **N 07°34'26" E** with east boundary line of the remnant portion of the 200.24 acre Tiemann Legacy, LP tract, in part with the east boundary line of the called 1.000 acre tract of land conveyed to Robert M. Tiemann and Carrie Parker Tiemann, recorded in Document No. 2024017542 of the Official Public Records of Williamson County, Texas, and in part with said west right-of-way line of County Road 198, in part through the interior of the right-of-way of said County Road 198, for a distance of **1659.27 feet** to a cotton gin spindle set on a point in said east boundary line of the remnant portion of the 200.24 acre Tiemann Legacy, LP tract, same being on a point in said interior of the right-of-way of County Road 198, for the northwest corner hereof, from which an iron rod found with cap marked "SAM INC" on the northeast corner of said remnant portion of the 200.24 acre Tiemann Legacy, LP tract, same being on a point in said interior of the right-of-way of County Road 198, bears N 07°34'26" E for a distance of 25.00 feet;

THENCE, **S 82°23'55" E** through said interior of the right-of-way of County Road 198, for a distance of **66.07 feet** to the **POINT OF BEGINNING** hereof and containing 2.448 acres of land more or less.

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 1.00010.

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

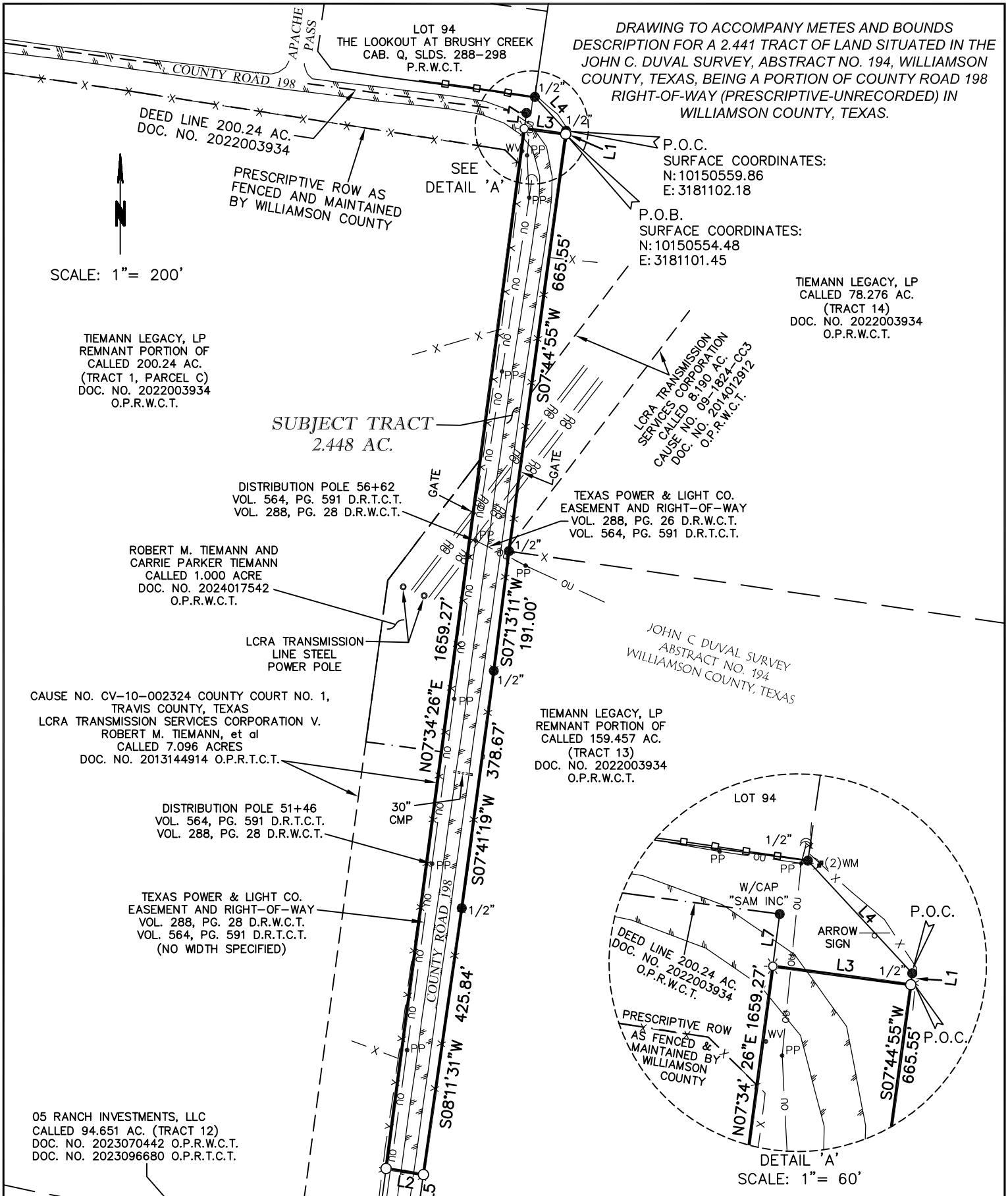
April 12, 2024

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



Z:\ALM ENGINEERING\BLUFFS AT BLACKHAWK 2021-93_CR 198 ROW ABANDONMENT\CR 198 ABANDONMENT 2.448 ACRE TRACT M&B 20240412.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.441 TRACT OF LAND SITUATED IN THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF COUNTY ROAD 198 RIGHT-OF-WAY (PRESCRIPTIVE-UNRECORDED) IN WILLIAMSON COUNTY, TEXAS.



SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\ALM ENGINEERING\BLUFFS AT BLACKHAWK 2021-93_CR 198 ROW ABANDONMENT\CR 198 ROW ABANDONMENT 20240412.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.441 TRACT OF LAND SITUATED IN THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF COUNTY ROAD 198 RIGHT-OF-WAY (PRESCRIPTIVE-UNRECORDED) IN WILLIAMSON COUNTY, TEXAS.

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 1.00010.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS AND THE COUNTY CLERK OF TRAVIS COUNTY, TEXAS

3) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S07°44'55"W	5.43'
L2	N80°42'32"W	59.90'
L3	S82°23'55"E	66.07'
L4	N42°48'54"W	72.89'
L5	S08°11'31"W	57.91'
L6	S07°34'26"W	1492.40'
L7	N07°34'26"E	25.00'

LEGEND

●	IRON ROD FOUND
▲	60D NAIL FOUND IN FENCE POST
○	IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
☼	COTTON GIN SPINDLE SET
PP	POWER POLE
	DOWN GUY
WM	WATER METER
WV	WATER VALVE
	SIGN
OU OU	OVERHEAD UTILITY LINE
	VINYL FENCE
X X X	WIRE FENCE
ROW	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS OF TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

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 APRIL 8, 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 1B, CONDITION III STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281 — APRIL 12, 2024 DATE

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\ALM ENGINEERING\BLUFFS AT BLACKHAWK 2021-93_CR 198 ROW ABANDONMENT\CR 198 ROW ABANDONMENT 20240412.dwg

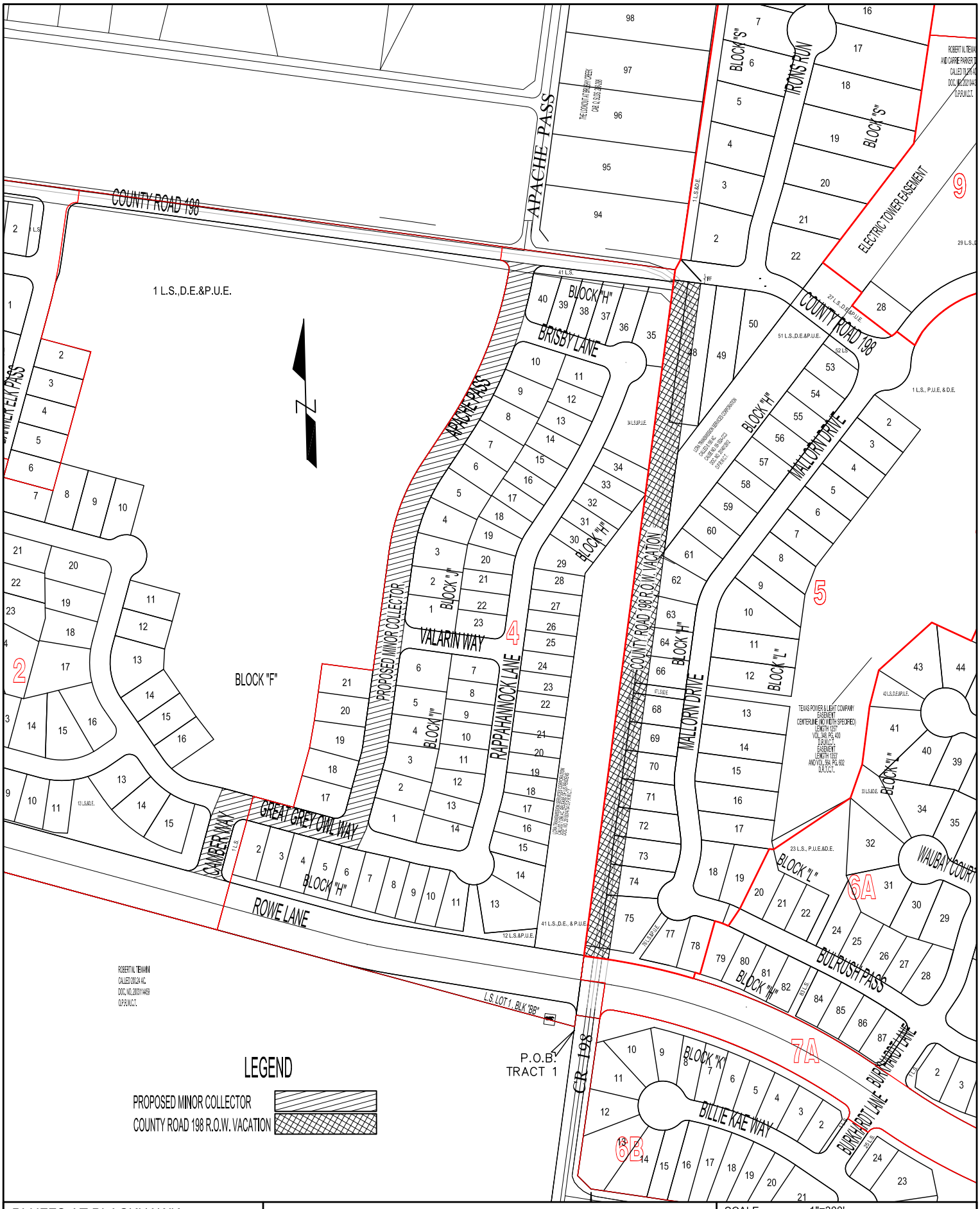
EXHIBIT D

TO

DEVELOPMENT

AGREEMENT

Minor Collector Street Exhibit



BLUFFS AT BLACKHAWK	*ALM ENGINEERING, INC.* F-3565	SCALE: 1"=300'
EXHIBIT D	*CONSULTING ENGINEERS*	DATE: 9/9/2024
CR 198, WILLIAMSON COUNTY, TX	*P.O. Box 536*	JOB:
	Dripping Springs, Texas, 78620	DRAWN BY:
	(512) 431-9600 matt@almengr.com	CHECKED BY:

Commissioners Court - Regular Session **45.**

Meeting Date: 10/22/2024

Bagdad at 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 one claim for moving expenses with Gudelia Martinez Castillo (a tenant) and related to the right of way acquisition on the Bagdad Road/County Road 279 Project--Parcel 15.
Funding Source: Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Relocation Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/17/2024 09:50 AM
Form Started By: Charlie Crossfield		Started On: 10/16/2024 02:02 PM
Final Approval Date: 10/17/2024		

CLAIM FOR FIXED MOVING EXPENSE PAYMENT - INDIVIDUALS AND FAMILIES

1. Name of Claimant(s): Gudelia Martinez Castillo	Parcel No.: 15		County: Williamson	
			Project: CR 279 / Bagdad Road	
	4. Occupancy of Property Acquired by Williamson County			
	From (Date): 2018	To (Date of Move): 09/06/2024		
	5. Controlling Dates	Mo.	Day	Yr.
	a. First Offer in Negotiations	08	04	2022
2. Address of Property Acquired by State: 1630 County Road 279 [redacted] s [redacted]2	b. Date Property Acquired			
	c. Date Required to Move	09	08	2024
	6. Dwelling:(house, apartment, etc.) ☐ Owner-occupied ☒ Tenant ☐ Furnished ☒ Unfurnished			
3. Address Moved To: Remainder of property	(1) Number of Rooms: 7 * See Remarks (2) Payment Schedule Amount $ [redacted]0 (3) Total Amount of Claim: $ [redacted]0 * See Remarks			

7. Payment of this claim in the amount shown in Block 6 (3) is requested. I certify that I have not submitted any other claim for, or received reimbursement or compensation for, any item of expense pursuant to this claim. I further certify that all information shown above is true and correct.

9-30-24
Date of Claim

Gudelia Martinez
Claimant

Claimant

Spaces Below to be Completed by Williamson County

8. Type occupancy and number of rooms verified prior to move on: Date: 7-15-2024 By: _____ Signature	9. Vacancy verified on: Date: 9-30-2024 By: _____ Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information as shown herein is correct. This claim is recommended for payment. This claim is recommended for payment as follows:

Amount of $ [redacted]0

Date

Williamson County Judge

Breakdown of Room Count Claim

Print or Type All Information		
Room Description	**Number of Rooms in Unit**	**Number of Rooms in Claim**
Living Room	1	1
Dining Room	1	1
Kitchen	1	1
Family Room		
Bedroom	3	3
Study		
Kitchen-Den		
Living Room-Den		
Den		
Living Room-Dining Room		
Sleeping Room		
Others		
Basement		
Garage	1	
Storage Room		
Attic		
Front Porch	1	1
Yard	1	
Total	9	7

Remarks: (Where totals in the two columns differ by line item explain in "Remarks")

The displacee Mr. and Mrs. Castro needed to move from the residence because of the construction. They are in the process of trying to locate a replacement house but have been unable to find what they need at this time; they have temporally moved to the remainder and are living a travel trailer. The items that were located with the house were moved to the remainder in order for the construction of the project to continues while they search for a replacement dwelling. They have requested reimbursement for the rooms that were moved and will request the remaining reimbursement for the yard and garage at the time when they move from the remainder. This is not a two phase move and there is no double payment.

Signed_____

Moving Expense Schedules A & B

A. UNFURNISHED UNITS - Occupant owns furniture.					
No. of Rooms	One	Two	Three	Four	Five
Amount	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
No. of Rooms	Six	Seven	Eight	Each Additional Room	-
Amount	[redacted]	[redacted]	[redacted]	[redacted]	-
B. FURNISHED UNITS - Occupant does not own furniture.					
First Room			Each Additional Room		
[redacted]			[redacted]		

LR
Kitchen
Dining Rm
3 bedroom
Front Porch

$1750

yard
Garage

[redacted]

To be paid once final move is completed

CERTIFICATION OF ELIGIBILITY

Project: Bagdad Road
Parcel: 15

Displacee: Gudelia Martinez Castillo

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.

Gudelia Martinez
Claimant

Date: 07/15/24

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.

N/A
Claimant

Date:

CERTIFICATION OF ELIGIBILITY

Project: Bagdad Road
Parcel: 15

Displacee: Gustavo Castro (18yr old son)

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.

Gustavo Castro
Claimant

Date: 07/15/24

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.

N/A
Claimant

Date:

Commissioners Court - Regular Session **46.**

Meeting Date: 10/22/2024

Bartlett Williamson County Interlocal 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 an Interlocal Agreement with the City of Bartlett regarding participation in the design and construction costs related to the Salt Lake, Brook and Front Street Projects. Funding Source: Road Bonds P687.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Exhibit A

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/17/2024 10:01 AM
Form Started By: Charlie Crossfield		Started On: 10/17/2024 09:14 AM
Final Approval Date: 10/17/2024		

INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF BARTLETT, TEXAS, AND WILLIAMSON COUNTY, TEXAS IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO THE SALT LAKE, BROOK, FRONT STREET PROJECT

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between the City of Bartlett, Texas ("**City**"), a Texas general law Type-A municipality, and Williamson County, a political subdivision of the State of Texas ("**County**"). In this Agreement, City 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 improvements to Salt Lake Street from the Williamson County / Bell County Line to Arnold Drive, 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 City agree as follows:

PURPOSE

1.01 General. The purpose of this Agreement is to provide for the City's participation in the design, right-of-way acquisition, utility relocation, and construction 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:

Reconstruction of the existing road to a two-lane road with shoulders from the Williamson County / Bell County Line to Arnold Drive.

2.02 Design and Construction Costs. The County shall be responsible for all costs associated with the preliminary and final design, right-of-way acquisition, relocation of utilities not owned by the City, construction bidding, project management, and all other costs related to the

County Project ("Project Cost"). The estimated Project Cost is $4,590,000, which includes all costs related to the County Project; except that City shall be solely responsible for the relocation of any City utilities.

2.03 Construction Plans. The County Project plans and specifications, including any amendments, for the improvements shall be provided to the City for review and comment prior to construction.

2.04 Inspection. City may inspect all aspects of the County Project located within City limits during construction. Upon receipt of notification from City that City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of City.

2.05 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the County Project to name the City as an additional insured on any policies related to the County Project. The County shall require all performance and maintenance bonds in favor of the City in amounts satisfactory to the City. All applicable warranties shall be transferred to City upon final completion and acceptance of the County Project.

III.
CITY OBLIGATIONS

3.01 Permission to Construct. City agrees to allow the County to construct the County Project on and within City property.

3.02 Permission to Acquire ROW. The City agrees to allow the County to acquire easements and right-of-way for the County Project, through condemnation or otherwise, within the City's boundaries. The City further agrees to provide the right-of-way footprint to potential developers and acquire the right-of-way through the development process to the extent possible.

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.

3.04 City Payment. The City shall reimburse the County for the County Project in an amount not to exceed THIRTY-THREE THOUSAND AND NO/100 DOLLARS ($33,000.00) 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.

3.05 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.

3.06 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:

BARTLETT: _____
_____
_____
_____

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 a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF BARTLETT, TEXAS

By: _____

Name: Chad Mees - Mayor

Its: _____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 15 day of October, 2024, by Chad Mees as Mayor of the City of Bartlett, Texas, on behalf of said City.

ALICE NIRA
My Notary ID # 132210908
Expires October 15, 2027

_____
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.

_____
Notary Public, State of Texas

Exhibit "A"

Exhibit "A"

WILCO TEXAS

PROJECT 4.12
SALT LAKE/BROOK/ FRONT STREET



PROJECT DESCRIPTION

DESIGN AND POSSIBLE RE-CONSTRUCTION OF SALT LAKE, BROOK, AND FRONT STREET IN THE CITY OF BARTLETT

BUDGET AMOUNT

$4M

NOTE

$33K CONTRIBUTION BY THE CITY OF BARTLETT

Meeting Date: 10/22/2024

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: Bud Stockton Dr.
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 Arterial 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	10/17/2024 09:58 AM
Form Started By: Charlie Crossfield		Started On: 10/16/2024 02:07 PM
Final Approval Date: 10/17/2024		

Commissioners Court - Regular Session **48.**

Meeting Date: 10/22/2024

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 Garden
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	10/17/2024 09:59 AM
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Commissioners Court - Regular Session **50.**

Meeting Date: 10/22/2024

County Manager Duties

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Executive Session

Information

Agenda Item

Discuss and deliberate the employment and duties of the Williamson County Manager (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	10/08/2024 03:29 PM
Form Started By: Becky Pruitt		Started On: 10/08/2024 12:37 PM
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